



**City of Broken Arrow**  
**Meeting Agenda**  
**Broken Arrow City Council**

*Mayor Debra Wimpee*  
*Vice Mayor Johnnie Parks*  
*Council Member Lisa Ford*  
*Council Member Justin Green*  
*Council Member David Pickel*

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**Tuesday, September 2, 2025**

**6:30 PM**

**Council Chambers**  
**220 South 1st Street**  
**Broken Arrow, OK**

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**1. Call to Order**

**2. Invocation**

**3. Roll Call**

**4. Pledge of Allegiance to the Flag**

**5. Consideration of Consent Agenda**

- A. [25-22](#) Approval of the City Council Minutes of August 19, 2025
- B. [25-1242](#) Acceptance of Planning Commission meeting minutes of July 24, 2025
- C. [25-1263](#) Approval of and authorization to execute Budget Amendment Number 2 for Fiscal Year 2026
- D. [25-1264](#) Approval of and authorization to execute Budget Amendment Number 3 for Fiscal Year 2026
- E. [25-1265](#) Approval of and authorization to execute Budget Amendment Number 4 for Fiscal Year 2026
- F. [25-1224](#) Approval of and authorization to execute the Mission Critical Partners contract for Automated Secure Alarm Protocol (ASAP) services
- G. [25-1225](#) Approval of and authorization to execute the CentralSquare contract for Automated Secure Alarm Protocol (ASAP) Interface
- H. [25-1213](#) Approval of and authorization to execute the Exacom Refresh contract
- I. [25-1226](#) Approval of and authorization to execute Amendment No. 2 to the Agreement for Professional Consultant Services with Garver, LLC for the 9th Street Widening from New Orleans Street to Washington Street project (Project Number ST23280)

- J.     [25-1262](#)     Approval of and authorization to execute an integrated supply agreement Renewal No. 2 by and between Genuine Parts Company d/b/a NAPA Auto Parts and the City of Broken Arrow pursuant to the Sourcewell Cooperative Purchasing contract (formerly NJPA) number 110520-GPC
  
- K.     [25-1260](#)     Approval of and authorization to execute Change Order No. 1 with Gober Construction LLC for the East Natchez St and 8th St Culvert Replacement (SW21020)
  
- L.     [25-1026](#)     Approval of and acceptance of an assigned lease agreement between Ladonna Ross and the City of Broken Arrow for office space lease for the Broken Arrow Tourism and Economic Development office located at 123 North Main Street
  
- M.     [25-1210](#)     Approval of and authorization to execute an Amendment to the Professional Consultant Agreement with Selser Shaefer Architects for additional mechanical engineering as part of the Jail Expansion and Renovation Project (Project No. 203019)
  
- N.     [25-1241](#)     Approval of and authorization to execute an Eleventh Amendment to the Employment Agreement, by and between the City of Broken Arrow, Oklahoma and Michael L. Spurgeon
  
- O.     [25-1215](#)     Notification of City Manager's and Assistant City Manager's execution of Professional Consultant Agreements and Amendments to an Agreement, as well as public Construction Contracts not subject to the Competitive Bid Act, with a Contract value of \$50,000 or less
  
- P.     [25-1252](#)     Approval of and authorization to purchase one (1) Ford F-150 Crew Cab 4x4 from Vance Country Ford pursuant to the Oklahoma State purchasing contract SW0035 for the Street & Stormwater Department
  
- Q.     [25-1253](#)     Approval of and authorization to purchase one (1) Ford F-550 4X4 Class 5 Service Truck from Vance Country Ford pursuant to the Oklahoma State purchasing contract SW0035 for the Street & Stormwater Department
  
- R.     [25-1217](#)     Approval and authorization to reject all bids for RFP No. 25.177, Traffic Paint, as only one awardable bid was received
  
- S.     [25-1219](#)     Approval of and authorization to award bid 25.178 Traffic Signal Repair and Service to TLS Group Inc. as primary and award Davis H Elliot and Lighthouse Transportation Group as secondary vendors
  
- T.     [25-1218](#)     Approval of and authorization to award bid 25.179 Trucking Service to Bear Down Logistics Inc as Primary and Perimeter Global Logistics as backup vendor

- U. [25-1268](#) Approval of PR-000671-2024 | PT-002022-2025, Conditional Final Plat, Arrow Forge Innovation District, approximately 92.20 acres, 4 proposed lots, A-1 (Agricultural), located approximately one-eighth mile east of Olive Avenue (129th East Avenue), south of Florence Street (111th Street)
  
- V. [25-1221](#) Approval of and authorization to execute Resolution No. 1693, a Resolution authorizing acceptance of a General Warranty Deed for Parcel 10.0, consisting of 3,826 square feet of permanent Right-of-Way located at 20951 E 47th Street South in Broken Arrow, Oklahoma, in the Southeast Quarter of Section 29, Township 19 North, Range 15 East, Wagoner County, Oklahoma, from Deborah Stewart a/k/a Deborah A. Stewart and Forrest Glen Stewart, for the 37th Street Roadway Widening from Omaha Street to Dearborn Street, Parcel 10.0 (Project No. ST21390)
  
- W. [25-1222](#) Approval of and authorization to execute Resolution No. 1694 a Resolution authorizing acceptance of a General Warranty Deed for Parcel 6.0, consisting of 3,826 square feet of permanent Right-of-Way located at 4835 South 209th East Avenue in Broken Arrow, Oklahoma, in the Southwest Quarter of Section 29, Township 19 North, Range 15 East, Wagoner County, Oklahoma, from Walter Washington and Joyce Washington, for the 37th Street Roadway Widening from Omaha Street to Dearborn Street, Parcel 6.0 (Project No. ST21390)
  
- X. [25-1223](#) Approval of and authorization to execute Resolution No. 1695, a Resolution authorizing acceptance of a General Warranty Deed for Parcel 19.0, consisting of 3,031 square feet of permanent Right-of-Way located at 20910 East 41st Street South in Broken Arrow, Oklahoma, in the Northwest Quarter of Section 29, Township 19 North, Range 15 East, Wagoner County, Oklahoma, from Billy W. Hutcheson and Debra L. Hutcheson, authorizing payment in the amount of \$6,660.00 for the 37th Street Roadway Widening from Omaha Street to Dearborn Street, Parcel 19.0 (Project No. ST21390)
  
- Y. [25-1220](#) Approval of and authorization to execute Resolution No. 1696, a Resolution establishing the City of Broken Arrow Payroll Account, a backup payroll account at Bank of Oklahoma, designating authorized signatories for the account and establishing an effective date

- Z. [25-1230](#) Approval of and authorization to execute Resolution No. 1698, a Resolution authorizing acceptance of a General Warranty Deed for Parcel 25.0 and 25.A, consisting of 10,001 square feet of permanent Right-of-Way and 7708 square feet of Temporary Construction Easement located at 9302 South Lynn Lane Road in Broken Arrow, Oklahoma, in the Northeast Quarter of Section 23, Township 18 North, Range 14 East, Tulsa County, Oklahoma, from Jose I and Tracy Layne Godinez, the owners, and authorization of \$68,380.00 payment for the 9th Street widening from New Orleans Street to Washington Street, Parcel 25.0, 25.A (Project No. ST23280)
  
- AA. [25-1231](#) Approval of and authorization to execute Resolution No. 1699, a Resolution authorizing acceptance of a General Warranty Deed for Parcel 31.0 and 31.A, consisting of 4476 square feet of permanent Right-of-Way and 887 square feet of Temporary Construction Easement located at 2212 South 9th Street in Broken Arrow, Oklahoma, in the Northeast Quarter of Section 23, Township 18 North, Range 14 East, Tulsa County, Oklahoma, from Paul Tucker, the owner, and authorization of \$40,500.00 payment for the 9th Street widening from New Orleans Street to Washington Street, Parcel 31.0, 31.A (Project No. ST23280)
  
- AB. [25-1266](#) Approval of and authorization to execute Resolution No. 1700, a Resolution authorizing the City Manager to take all appropriate actions for the election, engagement, participation, release, and settlement of proposed opioid settlements
  
- AC. [25-1240](#) Acceptance of a Deed of Dedication for all of Reserve “A” of The Park on Florence, consisting of 2.23 Acres of land, generally located between West Vicksburg Place and West Austin Street in The Park on Florence subdivision in Broken Arrow, Oklahoma, in the Southwest Quarter of Section 27, Township 18 North, Range 14 East, Tulsa County, Oklahoma, from Anthony M. Wilson, and authorization of payment in the amount of \$10,000.00
  
- AD. [25-1233](#) Acceptance of a Temporary Construction Easement for Parcel 16.A, consisting of 3890 square feet, located at 3101 South 9th Street in Broken Arrow, Oklahoma, in the Southwest Quarter of Section 24, Township 18 North, Range 14 East, Tulsa County, Oklahoma, from Faith Fellowship Inc., an Oklahoma corporation for the 9th Street, New Orleans to Washington Street Improvements, Parcel 16.A. (Project No. ST23280)
  
- AE. [25-1234](#) Acceptance of a Temporary Construction Easement for Parcel 1, consisting of 22,700 square feet generally located west of Elm Place and north of Washington Street in Broken Arrow, Oklahoma, in the Southeast Quarter of Section 15, Township 18 North, Range 14 East, Tulsa County, Oklahoma, from Bristol Ponds HOA for the Bristol Ponds Stormwater Improvements, Parcel 1 (Project No. SW25080)

AF. [25-1245](#) Ratification of the Claims List Check Register Dated August 25, 2025

## 6. Consideration of Items Removed from Consent Agenda

## 7. Public Hearings, Appeals, Presentations, Recognitions, Awards

A. [25-1235](#) Approval of and authorization for the Mayor to execute a proclamation declaring the month of September 2025 as “STEMtember Month”

B. [25-275](#) Update on the 2026 General Obligation Bond Package

## 8. Citizens’ Opportunity to Address the Council on General Topics Related to City Business or Services (No action may be taken on matters under this item)

## 9. General Council Business

A. [25-1151](#) Consideration, discussion, and possible approval of the re-appointment of Michelle Bergwall to the City of Broken Arrow Board of Adjustment for a three-year term to expire May 1, 2028

B. [25-1209](#) Consideration, discussion, and possible approval of and authorization to execute a Professional Consultant Agreement Amendment 1 with Selser Scheafer Architects (aka: Narrate Design) for the Construction Documents of a New Broken Arrow Municipal Services building (Project No. 2417170)

## 10. Preview Ordinances - NONE

## 11. Ordinances

A. [25-1212](#) Consideration, discussion and possible adoption of Ordinance No. 3890 amending Section 2-15 to Chapter 2-Administration, Article I-In general to the Code of Ordinances for the City of Broken Arrow, Oklahoma; providing for the display of flags by the City of Broken Arrow to City of Broken Arrow facilities; purpose for the ordinance; the City’s intent to only display the flag of the United States, the flag of the state of Oklahoma, the National League of Families’ POW-MIA flag, the flag of the City of Broken Arrow, the flags of the United States Armed Forces at city owned or operated facilities and the flag of the Muscogee Nation; adopting a policy for the display of flags by the City of Broken Arrow at city facilities; order of precedence for display of flags; no other flags on city flagpoles; City Manager’s authority to order flags to half staff; repealing all ordinances to the contrary; and declaring an emergency

B. [25-1248](#) Consideration, discussion and possible approval of an emergency measure for Ordinance No. 3890; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist

## 12. Remarks and Inquiries by Governing Body Members

**13. Remarks and updates by City Manager, including Recognition of Recent Accomplishments by Employees and Elected Officials**

**14. Executive Session - NONE**

**15. Adjournment**

**NOTICE:**

Please note that all items on this agenda may be approved, denied, amended, postponed, acknowledged, affirmed or tabled.

If you wish to speak at this evening's meeting, please fill out a "Request to Speak" form. The forms are available from the City Clerk's table or at the entrance door. Please turn in your form prior to the start of the meeting. Topics are limited to items on the currently posted agenda, or relevant business.

All cell phones and pagers must be turned OFF or operated SILENTLY during meetings.

Exhibits, petitions, pictures, etc., shall be received and deposited in case files to be kept at the Broken Arrow City Hall. If you are a person with a disability and need some accommodation in order to participate in this meeting, please contact the City Clerk at 918-259-2400 Ext. 5418 to make arrangements.

21 O.S. Section 280 provides the following:

A. It is unlawful for any person, alone or in concert with others and without authorization, to willfully disturb, interfere or disrupt state business or the business of any political subdivision, which includes publicly posted meetings, or any agency operations or any employee, agent, official or representative of the state or political subdivision.

B. It is unlawful for any person who is without authority or who is causing any disturbance, interference or disruption to willfully refuse to disperse or leave any property, building or structure owned, leased or occupied by state officials or any political subdivision or its employees, agents or representatives or used in any manner to conduct state business or any political subdivision's business or operations after proper notice by a peace officer, sergeant-at-arms, or other security personnel.

C. Any violation of the provisions of this section shall be a misdemeanor punishable by imprisonment in the county jail for a term of not more than one (1) year, by a fine not exceeding One Thousand Dollars (\$1,000.00), or by both such fine and imprisonment.

D. For purposes of this section, "disturb, interfere or disrupt" means any conduct that is violent, threatening, abusive, obscene, or that jeopardizes the safety of self or others.

A paper copy of this agenda is available upon request.

POSTED this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, at \_\_\_\_\_ a.m./p.m.

\_\_\_\_\_  
City Clerk



# City of Broken Arrow

## Request for Action

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**File #: 25-22, Version: 1**

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**Broken Arrow City Council  
Meeting of: 09-02-2025**

**Title:**

Approval of the City Council Minutes of August 19, 2025

**Background:**

Minutes recorded for the City Council Meeting.

**Cost:**

**Approximately \$98**

**Funding Source:**

City Clerk Operational Fund

**Requested By:**

City Clerk's Office

**Approved By:**

City Manager's Office

**Attachments:**

August 19, 2025 City Council Minutes

**Recommendation:**

Approve the minutes of the August 19, 2025 City Council Meeting.



# City of Broken Arrow

## Minutes

### City Council Meeting

Mayor Debra Wimpee  
Vice Mayor Johnnie Parks  
Council Member Lisa Ford  
Council Member Justin Green  
Council Member David Pickel

City Hall  
220 S 1<sup>st</sup> Street  
Broken Arrow OK  
74012

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Tuesday, August 19, 2025

Time 6:30 p.m.

Council Chambers

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#### 1. Call to Order

Mayor Debra Wimpee called the meeting to order at 6:30 p.m.

#### 2. Invocation

Pastor Chauncey Fourte led the Invocation.

#### 3. Roll Call

**Present: 5 -** David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

#### 4. Pledge of Allegiance to the Flag

The Pledge was led by Vice Mayor Johnnie Parks.

#### 5. Consideration of Consent Agenda

- A. 25-1119 Acknowledgement of out-of-state travel by City Council members
- B. 25-21 Approval of the City Council Meeting Minutes of August 04, 2025
- C. 25-1202 Approval of the City Council Work Session Minutes of August 12, 2025
- D. 25-1161 Acceptance of Planning Commission meeting minutes of July 10, 2025
- E. 25-1184 Approval of Drainage Advisory Committee meeting minutes of April 28, 2025
- F. 25-1208 Approval of and authorization to execute Budget Amendment Number 1 for Fiscal Year 2026
- G. 25-1206 Approval of and authorization to execute a 5-year contract with Brinc, a sole source provider, for the Lemur Safeguard Program for the Police Department
- H. 25-1149 Approval of and authorization to execute Change Order No. 2 with Gober Construction LLC for the Concrete Panel Replacement Turtle Creek Phase 2 (ST23030)
- I. 25-1141 Approval of and authorization to execute a Professional Services Agreement between the City of Broken Arrow and Hall Estill, Attorneys at Law, for providing counsel and legal advice regarding Environmental law
- J. 25-961 Approval of and authorization to execute Change Order No. 2 with Scissor Tail Construction LLC for the Broken Arrow Public Safety Complex Fire Department Annex Building Project (191711)
- K. 25-1109 Approval of and authorization to execute a First Amendment for a 5-year extension on a Lease Agreement at Central Park with T Mobile USA Tower LLC
- L. 25-1127 Approval of and authorization to execute an Addendum to the Zero Card Service Fee in with the Zero Card, effective October 1, 2025
- M. 25-1129 Notification of City Manager's and Assistant City Manager's execution of Professional Consultant Agreements and Amendments to an Agreement, as well as public Construction Contracts not subject to the Competitive Bid Act, with a Contract value of \$50,000 or less
- N. 25-1142 Approval of and authorization to pay the Brite quote of \$66,695.40 for the annual Getac body-worn camera cloud storage and maintenance fees per our multi-year body-worn camera project
- O. 25-1204 Approval of and authorization to execute the purchase of mobile communication radios for the police department from L3 Harris Technologies Inc
- P. 25-1145 Approval of and authorization to fund the fourth year of CentralSquare's Public Safety Pro Suite renewal order
- Q. 25-1181 Approval of and authorization to purchase grapplers from Stock Enterprises for the new Police Department Chevy Tahoes and Ford F150 Responders
- R. 25-1160 Approval of and authorization to purchase one (1) Ford F 350 Extended Cab with 7 Yard Curbtender Body from Vance Country Ford pursuant to the Oklahoma State purchasing contract SW035 for Parks Department

- S. 25-1163 Approval of and authorization to purchase one (1) Ford F 250 Crew Cab 4x4 with Short Bed from Vance Country Ford pursuant to the Oklahoma State purchasing contract SW035 for Parks Department
- T. 25-1162 Approval of and authorization to purchase one (1) Ford F 350 Regular Cab with Knapheide 9ft Drop Side Dump Body from Vance Country Ford pursuant to the Oklahoma State purchasing contract SW035 for Parks Department
- U. 25-1203 Approval of and authorization to purchase one (1) Ford T350 Transit Passenger Van from Vance Country Ford pursuant to the Oklahoma State purchasing contract SW035 for Parks Department
- V. 25-1165 Approval of and authorization to purchase one (1) 2025 F 550 Regular Cab 4x4 with Versalift VST47MHI insulated articulating telescopic aerial device from Versalift, a Time Manufacturing Company, pursuant to Sourcewell Contract 110421 TIM
- W. 25-1185 Acceptance of the Drainage Advisory Committee's recommendation to approve expenditure of 2018 General Obligation (GO) Bond funds for construction to mitigate erosion and re-establish the ditch along West Freeport Street
- X. 25-1187 Acceptance of the Drainage Advisory Committee's recommendation to approve expenditure of 2018 General Obligation (GO) Bond funds to mitigate erosion and protect utilities in the Waterford Park Subdivision
- Y. 25-1188 Acceptance of the Drainage Advisory Committee's recommendation to approve expenditure of 2018 General Obligation (GO) Bond funds to design drainage improvements in the Silvertree subdivision
- Z. 25-1189 Acceptance of the Drainage Advisory Committee's recommendation to approve expenditure of 2018 General Obligation (GO) Bond funds for drainage improvements adjacent to the Millicent Pond II Subdivision
- AA. 25-1190 Acceptance of the Drainage Advisory Committee's recommendation to approve expenditure of 2018 General Obligation (GO) Bond funds for survey and construction funds for drainage improvements along the Indian Springs Golf Course and in the Indian Springs 2nd Addition subdivision
- AB. 25-1197 Acceptance of the Drainage Advisory Committee's recommendation to approve expenditure of 2018 General Obligation (GO) bond funds for low water crossing improvements along Broken Arrow Creek with construction contingent upon obtaining the City obtaining ownership of the private road
- AC. 25-1146 Approval of and authorization to execute Resolution No. 1688, a Resolution authorizing acceptance of a General Warranty Deed for Parcel 33.0, consisting of 3,387 square feet of permanent Right of Way and acceptance of a Temporary Construction Easement for Parcel 33.A consisting of 1,446 square feet of temporary construction easement, generally located east of 9th Street and south of East Del Mar Place in the Northwest Quarter of Section 24, Township 18 North, Range 14 East in Broken Arrow, Oklahoma, Tulsa County, Oklahoma, from Armory, LLC, an Oklahoma Limited Liability Company, and authorization of payment in the amount of \$9,190.00 for the 9th Street widening from New Orleans Street to Washington Street, Parcel 33.0 (Project No. ST23280)
- AD. 25-1205 Approval of and authorization to execute Resolution No. 1689, a Resolution authorizing acceptance of a General Warranty Deed for Parcel 4.0, consisting of 17,861 square feet of Fee Simple permanent Right of Way located at Southeast corner of 9th and New Orleans in Broken Arrow, Oklahoma, in the Northwest Quarter of Section 25, Township 18 North, Range 14 East, Tulsa County, Oklahoma, from Gerald and Julia Bowman, the owners, and authorization of payment in the amount of \$80,720.00 for the 9th Street widening from New Orleans Street to Washington Street, Parcel 4.0 (Project No. ST23280)
- AE. 25-1199 Approval of and authorization to execute Resolution No. 1690, a Resolution authorizing acceptance of a General Warranty Deed for Parcel 3.0, consisting of 1,200 square feet of permanent Right of Way located at 10203 South Lynn Lane Road in Broken Arrow, Oklahoma, in the Northwest Quarter of Section 25, Township 18 North, Range 14 East, Tulsa County, Oklahoma, from Mary McCurley, formerly known as Mary Lee Plunk, and authorization of payment in the amount of \$41,000.00 for the 9th Street widening from New Orleans Street to Washington Street, Parcel 3.0 (Project No. ST23280)
- AF. 25-1200 Approval of and authorization to execute Resolution No. 1691, a Resolution authorizing acceptance of a General Warranty Deed for Parcel 1.0, consisting of 25,207.38 square feet of permanent Right of Way, generally located on the southeast corner of the intersection of South 23rd Street and East Houston Street in Broken Arrow, Oklahoma, in the Northwest Quarter of Section 18, Township 18 North, Range 15 East, Wagoner County, Oklahoma, from Mary H. Couch, Sole Trustee of the Don C. and Mary H. Couch Revocable Trust, dated the 28th day of January, 2019, and authorization of payment in the amount of \$80,000.00 for the Houston Street Improvements from 9th Street to Old Hwy 51, Parcel 1.0 (Project No. ST1926)
- AG. 25-1211 Approval of and authorization to execute Resolution No. 1692 a Resolution authorizing acceptance of a Deeds of Distribution for Parcel 4.0, which consists of 25,529 square feet of permanent Right of Way, generally located at the northwest corner of the intersection of 9th Street and Washington Street in Broken Arrow, Oklahoma, in the Southwest Quarter of Section 14, Township 18 North, Range 14 East, Tulsa County, Oklahoma, from Vicki Rae Fulps Barnett a/k/a Vicki Rae Barnett, Personal Representative of the estate of Paul F. Fulps a.k.a. Paul Fleetwood Fulps, deceased, and from James Steven

Fulps, Personal Representative of the Estates of J. W. Fulps and L.A. Fulps a.k.a. Wanda Lea Fulps, both deceased, and authorization of payment in the amount of \$153,180.00 for the 9th Street widening from Houston Street to Washington Street, Parcel 4.0 (Project No. ST2027)

- AH. 25-1198 Acceptance of a Drainage Easement for Parcel 23. B, consisting of 1,325 square feet of permanent Drainage Easement and acceptance of Temporary Construction Easements for Parcels 23.A and 24. A, consisting of 178 square feet and 851 square feet, respectively, on property generally located west of South Lynn Lane Road and north of East Fulton Street in Broken Arrow, Oklahoma, in the Northeast Quarter of Section 23, Township 18 North, Range 14 East, Tulsa County, Oklahoma, from Armory, LLC, an Oklahoma limited liability company, and authorization of payment in the amount of \$1,850.00 for the 9th Street Roadway Improvements New Orleans Street to Washington Street, Parcels 23 and 24. (Project No. ST23280)
- AI. 25-1147 Acceptance of a Utility Easement from Eagle I Investments, LLC, a Colorado limited liability company, as nominee for LRL Christian Charitable Trust No. 1, a Colorado trust, the owner, on property generally located at the northwest corner of the intersection of East Washington Street and North 23rd Street in Broken Arrow, Oklahoma, located in the Southeast Quarter of Section 13, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma. Parcel 40.0 is for the County Line Trunk Sewer Phase IIB Sanitary Sewer Improvements (Project No. 2154250)
- AJ. 25-1174 Acceptance of a Utility Easement from Christopher R Byrne, on property located one quarter mile north of Kenosha Street (71st Street), one quarter mile west of 9th Street (Lynn Lane Road), Tulsa County, State of Oklahoma, (Section 02, T18N, R14E), (EASE 002324 2025)
- AK. 25-1175 Acceptance of a Utility Easement from Evergreen Baptist Church by Jerry Voris, on property located on Florence Street (111st Street), three-quarters of miles west of 113th East Avenue (Garnett Road), Tulsa County, State of Oklahoma, (Section 30, T18N, R14E), (EASE 002121 2025)
- AL. 25-1176 Acceptance of a Waterline Easement from Evergreen Baptist Church by Jerry Voris on property located on Florence Street (111th Street) and three-quarters miles west of 113th East Avenue (Garnett Road) (Section 30, T18N, R14E) (EASE 002127 2025)
- AM. 25-1177 Ratification of the Claims List Check Register Dated August 12, 2025

MOTION: A motion was made by Justin Green, seconded by Lisa Ford.

**Move to Approve the Consent Agenda**

The motion carried by the following vote:

Aye: 5 -

David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

## 6. Consideration of Items Removed from Consent Agenda - NONE

## 7. Public Hearings, Appeals, Presentations, Recognitions, Awards

### A. 25-1154 Presentation of the results of the South Broken Arrow Library Micro Survey

Aaron McColloch, Director of Communications, presented Item 25-1154, the results of the South Broken Arrow Library project survey conducted July 28–August 18. The Tulsa City-County Library plans to double the size of the current New Orleans and Aspen branch, with features such as meeting rooms, classrooms, a tech hub, a children's amphitheater, outdoor reading areas, and a drive-up window, at an estimated cost of \$12 million. With \$6.65 million already raised, a \$5.3 million gap remains, and discussion is underway about including city funding in the 2026 general obligation bond.

The survey drew a record 4,212 responses. Ninety percent of respondents favored some level of city contribution, with 58% supporting the maximum \$5 million option. Only 10% opposed any contribution. In open-ended feedback, supporters cited Oklahoma's education ranking, the community value of modern libraries, the inadequacy of the current facility, and the importance of promoting reading for children. Opponents argued that online resources reduce the need for physical libraries, the library already receives ad valorem funding, city dollars could serve other priorities, some amenities seemed unnecessary, and Broken Arrow already has a second library.

Mr. McColloch emphasized the strong public engagement and noted he is still reviewing the thousands of written comments in more detail.

Mayor Debra Wimpee and Council reflected positively on the South Broken Arrow Library survey results. The Mayor noted that since the library system continues to pursue private donations, the city's potential contribution could be less than the current request by the time the 2026 bond vote occurs. Mayor Wimpee emphasized the strong community support for the library system, calling the response exciting. Mayor Wimpee, recalling a recent visit, described the South Library as very small and undersized for community needs.

When asked about survey criticisms, Mr. McColloch said the most common concerns centered

on the amphitheater and drive-up window features. Councilor Pickel added that many residents she spoke with expressed enthusiasm for a new library, seeing a shift back toward reading physical books and recognizing the facility's role in enhancing quality of life in Broken Arrow. The discussion closed with thanks for the report and recognition of the community's strong engagement.

**B. 25-274 Update on the 2026 General Obligation Bond Package**

City Manager Michael Spurgeon presented Item 25-274, an update on the upcoming public forums for the 2026 general obligation bond. Three hearings are scheduled for August 28, September 3, and September 25 at 6:30 p.m. in different community locations. Each will begin with a short presentation before opening into a forum-style format, where residents can visit stations for each proposition, including the potential city partnership with the South Broken Arrow Library.

The strong response to the recent library survey—the highest ever, even surpassing last year's overall city survey—was highlighted as proof of strong community engagement. These forums mark the close of the public comment phase, after which the council will narrow down projects to fit within available funding while ensuring the bond package maintains a no-tax-rate-increase commitment across all seven propositions. Council members have also been producing videos to promote the forums, which have been well-received.

**8. Citizens' Opportunity to Address the Council on General Topics Related to City Business or Services (No action may be taken on matters under this item)**

Attorney Ryan Fulda, representing Matt and Jennifer Sellers and their children, addressed the council regarding a severe sewer backup at the Sellers' Central Park Estates home about a year ago. The incident caused roughly \$45,000 in damages, displacing the family for six months. Their insurance only covered \$12,500 through a rider, leaving the Sellers responsible for the majority of the costs.

Mr. Fulda explained that the family filed tort claims with the city, but no response has been received. By law, if unresolved within the next month, their next step will be to file suit. He emphasized that resolving the matter now would avoid higher attorney's fees and litigation expenses, and noted the Sellers wished to personally share how the ordeal had impacted their lives before he concluded with final remarks.

Matt Sellers shared the personal impact of the sewer backup, explaining that it occurred at the worst possible time, while his wife Jennifer was pregnant. The family was displaced for months, and the stress contributed to Jennifer experiencing blood pressure spikes that required two hospital visits. Doctors feared preeclampsia, leading to their son Graham being induced three weeks early. Mr. Sellers noted he managed to finish enough repairs for the family to move back home just two days before Graham's birth, avoiding bringing a newborn into his parents' house. He described the ordeal as a significant stressor and hardship on his family, and thanked the council for their time.

Jennifer Sellers described the hardships her family faced after the sewer backup forced them to live with her husband's parents. She expressed gratitude for the support they received, which eased the financial and emotional strain, but noted the disruption was still significant. Mr. Sellers had to put his CPA studies on hold, delaying career opportunities. At the same time, their daughter Parker struggled emotionally, often saying her house was broken and missing her toys and father, who was busy repairing the home. The family had only moved back two days before their son's birth, making the newborn stage even more challenging as they were still unpacking and settling in. Ms. Sellers emphasized both the challenges and the resilience their family showed, thanking the council for listening.

Attorney Fulda concluded the Sellers' presentation by stressing the significant financial and emotional toll the sewer backup caused. He clarified that neither he nor his clients intended to be adversarial toward the council, but emphasized the real-life disruption they endured.

Mr. Fulda displayed photos showing the extent of sewage damage throughout the Sellers' home, including contaminated areas and demolition work. He noted that a city crew member had identified a root ball in the city's main line as the cause, though he acknowledged the town may not accept that liability position. He also referenced comparable cases that had gone to settlement or verdict to illustrate potential valuation if litigation occurs.

His central request was for the city to consider an early resolution before litigation escalates costs for both sides. He explained the Sellers are not demanding an inflated settlement but want to be made whole, and believe this stage offers the best opportunity for a fair and efficient resolution.

**9. General Council Business**

**A. 25-1186 Consideration, discussion, and possible acceptance of the Drainage Advisory Committee's recommendation to approve expenditure of 2018 General Obligation (GO) Bond funds to replace a retaining wall along Liberty Trail**

Charlie Bright, Director of Engineering and Construction, presented Item 25-1186, a Drainage Advisory Committee recommendation to use Proposition 6 funds to rebuild a failed retaining wall along the city trail between Elm and Aspen. The trail section, located on OTA (Oklahoma Turnpike Authority) property, has been closed due to the wall's structural failure, which he attributed to drainage runoff from the turnpike and the absence or failure of the geogrid reinforcement that was supposed to give the wall strength.

The wall stretches 800–1,000 feet and is collapsing in several spots, with risks of further failure. Bright emphasized this is not a simple repair but a complete rebuild project to eliminate liability concerns and restore safe trail access. His team is handling the design work in-house, with Assistant City Manager Kenny Schwab stamping the plans as engineer of record.

If funding is approved, the project will move to bid this winter, with construction scheduled for winter or early spring, aiming to reopen the trail by next spring.

Councilors clarified that the failed retaining wall lies near the westbound Elm Place on-ramp to the turnpike, noting traffic concerns in addition to trail closure issues. They confirmed the Drainage Advisory Committee strongly supported the project. Mr. Bright explained that although the trail and wall are city assets, they sit on OTA property, which complicates coordination. To minimize impact, his team is designing a cantilever wall so all work and structural support shift toward the trail side, avoiding encroachment near the turnpike, where OTA is unlikely to allow work.

The estimated \$500,000 construction cost is higher than typical due to the site's difficult access, though actual work may be closer to \$300,000. Any unspent Proposition 6 funds would return to the program. Councilors raised questions about why the original wall lacked geogrid reinforcement. Mr. Bright said it was designed with geogrid but likely never installed—possibly due to OTA restrictions—and emphasized today's construction oversight would prevent a repeat.

Concerns were also raised about ensuring safety during construction, particularly for bicyclists who continue to bypass closure barricades. Mr. Bright noted that a contractor would be required to secure the site with fencing, while the city will increase public education about the closure. The wall, built around 2003, has lasted 20–21 years; while not ideal for permanent infrastructure, Mr. Bright and Mr. Schwab considered that a reasonable lifespan for a VersaLock-style wall without proper reinforcement.

**MOTION: A motion was made by Johnnie Parks, seconded by David Pickel  
Move to Approve Item 25- 1186, acceptance of the Drainage Advisory Committee's recommendation to approve expenditure of 2018 General Obligation (GO) Bond funds to replace a retaining wall along Liberty Trail**

The motion carried by the following vote:

**Aye: 5-** David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

**10. Preview Ordinances - NONE**

**11. Ordinances**

**A. 25-1081 Consideration, discussion, and possible adoption of Ordinance No. 3885, amending Chapter 2, Administration, Article IX, Employee Rules and Regulations, Sec. 2 146(3), Employment Requirements, of the Broken Arrow Code of Ordinances; providing for severability; repealing conflicting ordinances; and establishing an effective date; and declaring an emergency**

Kelly Cox, Human Resources Director, presented Item 25-1081. The proposed employment ordinance update keeps the ban on hiring individuals with felony convictions, but adjusts the rule on misdemeanors involving moral turpitude. Instead of an automatic disqualification, the new language limits it to misdemeanors within the past five years that demonstrate unfitness for city employment. This allows for case-by-case consideration depending on the position. For example, a DUI within a couple of years might not disqualify someone from an office role but would prevent them from being hired as a solid waste driver, since that job requires driving. The recommendation was for council approval.

**MOTION: A motion was made by Justin Green, seconded by Lisa Ford  
Move to Approve adoption of Ordinance No. 3885**

The motion carried by the following vote:

**Aye: 5 -** David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

**B. 25-1082 Consideration, discussion, and possible approval of an emergency measure for Ordinance No. 3885; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist**

MOTION: A motion was made by Johnnie Parks, seconded by Lisa Ford

**Move to Approve an emergency measure for Ordinance No. 3885**

The motion carried by the following vote:

**Aye: 5 -** David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

**C. 25-1167 Consideration, discussion, and possible adoption of Ordinance No. 3891, an ordinance amending Chapter 16, Offenses Miscellaneous, Article I, In General, amending Section 16 33, Failure to pay cite and release, of the Broken Arrow Code; repealing all ordinances to the contrary and declaring an emergency**

Trevor Dennis, City Attorney, presented Item 25-1167. The ordinance under consideration is a housekeeping update to clarify the city's court cost compliance rules. It ensures that before someone can be arrested or jailed for failing to pay fines or court costs from a prior offense, they must first be given the chance to request a cost hearing to assess their ability to pay. Although those requirements were established in 2023, the update is needed so the city's GeoSafe citation system can properly distinguish between "failure to pay" citations, "cite and release" cases, and cost-related arrest warrants. The revision aligns the language in Section 16-33 to maintain clear separation between these categories.

MOTION: A motion was made by Lisa Ford, seconded by David Pickel

**Move to Approve adoption of Ordinance No. 3891**

The motion carried by the following vote:

**Aye: 5 -** David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

**D. 25-1168 Consideration, discussion, and possible approval of an emergency measure for Ordinance No. 3891; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist**

MOTION: A motion was made by Justin Green, seconded by Johnnie Parks

**Move to Approve an emergency measure for Ordinance No. 3891**

The motion carried by the following vote:

**Aye: 5 -** David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

**E. 25-1169 Consideration, discussion, and possible adoption of Ordinance No. 3892, an ordinance amending Chapter 16 Offenses Miscellaneous, Article I In General, by adding Section 16 34, Cost arrest warrant, to the Broken Arrow Code; repealing all ordinances to the contrary; and declaring an emergency**

Trevor Dennis, City Attorney, presented Item 25-1169, an ordinance update that also applies to individuals arraigned and released on their own recognizance. This update clarifies that failing to appear at a scheduled court hearing constitutes a separate offense from failure to pay fines or costs. The change is primarily an internal housekeeping measure to clearly distinguish and track these two types of violations within the city's system.

MOTION: A motion was made by Johnnie Parks, seconded by Lisa Ford

**Move to Approve adoption of Ordinance No. 3892**

The motion carried by the following vote:

**Aye: 5 -** David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

**F. 25-1170 Consideration, discussion, and possible approval of an emergency measure for Ordinance No. 3892; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist**

MOTION: A motion was made by Lisa Ford, seconded by Justin Green

**Move to Approve an emergency measure for Ordinance No. 3892**

The motion carried by the following vote:

**Aye: 5 -** David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

**G. 25-1182 Consideration, discussion and possible adoption of Ordinance No. 3893, an ordinance amending Chapter 16, Offenses Miscellaneous, Article III, Offenses Against Property, of the Broken Arrow Municipal Code, to include the following sections: Section 16 69, Definitions; Section 16 70, Encampment in a public place or on private property prohibited; Section 16 71, Defenses to unlawful encampment in a public place or on**

**private property; Section 16 72, Penalty; Section 16 73, Procedure for enforcement of this article; and Section 16 74, Protection of constitutional rights; and Sections 16 75 16 80; Reserved; and declaring an emergency**

Trevor Dennis, City Attorney, presented Item 25-1182, which clarifies two points through an ordinance update. First, camping on city property is prohibited unless the city grants explicit permission. Second, it streamlines enforcement of the trespassing ordinance by shifting the burden to individuals camping on private property to show proof of consent from the property owner or lawful possessor. This change addresses recurring issues where police have had to spend time tracking down absent or unreachable owners of undeveloped or out-of-town properties. The update is intended to make enforcement more efficient while reinforcing existing private property rights.

Police Chief Lance Arnold explained that the ordinance reinforces existing private property rights, especially in cases where absentee owners, developers, or LLCs are challenging to reach. Previously, when complaints arose about people setting up camps on such properties, police could not enforce trespass laws without explicit owner permission, often leaving adjacent property owners without recourse for weeks or months. During that time, issues like trash buildup, biohazards, and safety hazards frequently worsened.

Chief Arnold clarified that the ordinance is not about criminalizing homelessness but instead gives officers authority to act more quickly while still protecting individuals. Before any criminal charges can be applied, officers must first provide notice, an opportunity to leave, and connect individuals with available resources. Compliance upon request prevents arrest, ensuring the ordinance balances property rights, public safety, and compassion.

Mark Smith, CEO of Housing Solutions, spoke on the proposed ordinance from the perspective of homeless services. He introduced Housing Solutions as a five-year-old agency coordinating over 60 organizations—including governments, veteran and healthcare services, outreach teams, and housing programs—focused on ending homelessness in Tulsa County.

Mr. Smith emphasized that homelessness is rising across Oklahoma, including Broken Arrow. The January point-in-time count found 1,449 individuals countywide, up from last year. In Broken Arrow Schools alone, more than 700 students faced housing instability in the 2023–24 school year. He noted Broken Arrow Neighbors fields over 15 calls daily for rent and utility assistance, with just two weeks in August showing over \$17,000 in rental support needs and \$5,000 for utilities. He attributed these pressures largely to a 40% increase in rent over the past five and a half years without equivalent income growth.

While acknowledging no one wants encampments, Mr. Smith stressed many who live in them would prefer stable housing but face limited options. County shelters are beyond capacity, often using hallways and offices for overflow. His concern with the ordinance is that it may displace people without offering alternatives. He urged Broken Arrow to consider a collaborative approach: deploying outreach teams in coordination with the police to engage with encampments, assess needs, and connect people to long-term housing resources. He argued that addressing root causes through housing provides a permanent solution, benefiting residents, neighborhoods, and the city as a whole.

Mayor Debra Wimpee and councilors responded positively to Mr. Smith's comments, emphasizing partnership opportunities. Mayor Wimpee welcomed collaboration with Housing Solutions, while it was noted that the ordinance already includes a requirement to provide resources and support before any enforcement action.

Councilors acknowledged the complexity of homelessness. Some individuals cannot help their circumstances, while others choose the lifestyle even when housing is available. Councilor Green recounted assisting a man into an apartment and a job, only for him to return to living under a bridge within weeks, saying it was easier. It was reiterated that the ordinance isn't about arresting people but about protecting private property while connecting individuals with resources. Mayor Wimpee agreed, underscoring the goal of compassion combined with enforcement, and clarified that the ordinance is essentially refining and clarifying existing city codes.

MOTION: A motion was made by Justin Green, seconded by Johnnie Parks.

**Move to Approve adoption of Ordinance No. 3893**

The motion carried by the following vote:

**Aye: 5 -**

David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

**H. 25-1183**

**Consideration, discussion, and possible approval of an emergency measure for Ordinance No. 3893; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist**

MOTION: A motion was made by Justin Green, seconded by David Pickel

**Move to Approve an emergency measure for Ordinance No. 3893**

The motion carried by the following vote:

**Aye: 5 -** David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

**12. Remarks and Inquiries by Governing Body Members**

Councilor Justin Green highlighted the momentum in Broken Arrow, noting the groundbreaking at Hackberry Market, the crane now visible at Events Park, and the upcoming GoBond public meeting. He emphasized that progress is happening across the city and encouraged residents to stay informed through social media and the city website. Councilor Green stressed the importance of citizen engagement, explaining that broad community input leads to better, more well-informed decisions for the future.

**13. Remarks and updates by City Manager, including Recognition of Recent Accomplishments by Employees and Elected Officials – NONE**

At approximately 7:16 p.m., Mayor Debra Wimpee noted there was an Executive Session and called for a recess for BAMA and BAEDA.

MOTION: A motion was made by Lisa Ford, seconded by David Pickel

**Move for a recess for BAMA and BAEDA**

The motion carried by the following vote:

**Aye: 5 -** David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

At approximately 7:47 p.m., the room was cleared for Executive Session.

MOTION: A motion was made by Justin Green, seconded by Debra Wimpee

**Move to clear the room for Executive Session**

The motion carried by the following vote:

**Aye: 5 -** David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

At approximately 7:51 p.m. City Council entered into Executive Session.

MOTION: A motion was made by Lisa Ford, seconded by Justin Green

**Move to enter Executive Session**

The motion carried by the following vote:

**Aye: 5 -** David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

MOTION: A motion was made by Johnnie Parks, seconded by Justin Green

**Move to find Executive Session was necessary to discuss possible claims and potential litigation under 25 O. S. Section 307(B)(4) and to conduct the annual evaluation of the City Manager as allowed under 25 O.S. Section 307(B)(I)**

The motion carried by the following vote:

**Aye: 5 -** David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

**14. Executive Session for the purpose of confidential communications between the City Council, the City Manager, the City Attorney, and any other pertinent staff members discussing conferring on matters and possible action in open session pertaining to:**

- 1. A pending litigation known as Ryan Merrill v. City of Broken Arrow, et al., Eastern District of Oklahoma, Case No. 22 cv, 0007 RAW GJL, under 25 O.S. §307(B)(4);**

*No Action taken.*

- 2. A pending eminent domain litigation proceeding, asserted by the City of Broken Arrow against J. Michael Ritze et al.; Tulsa County District Court Case No. CJ 2024 2454, and taking appropriate action in open session, including possible authorization to settle the proceeding, under 25 O.S. §307(B)(4);**

MOTION: A motion was made by Johnnie Parks, seconded by Justin Green

**Move to authorize the City Attorney to settle the matter of City of Broken Arrow v. J. Michael Ritze in the amount recommended by the City Attorney.**

**The motion carried by the following vote:**

**Aye: 5 -** David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

- 3. A pending investigation and claim, including potential resolution, of a matter involving the tort claim of the Sellers Family, Tort Claim No. TRT 1705.2025, and taking appropriate action in open session, if any, under 25 O.S. §307(B)(4);**

MOTION: A motion was made by Johnnie Parks, seconded by Lisa Ford

**Move to authorize the City Attorney to settle the Sellers' tort claim in the amount recommended by the City Attorney**

The motion carried by the following vote:

**Aye: 5 -**

David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

- 4. Discussing the employment of the City Manager, Michael L. Spurgeon, and specifically to permit the City Council to conduct the annual evaluation as provided for in the City Manager's Employment Agreement as amended, and taking appropriate action in open session regarding his employment and contract as allowed under 25 O.S. § 307(B)(1).**

*No action taken.*

**In the opinion of the City Attorney, the Council is advised that the Executive Session is necessary to protect the confidentiality of the employee evaluation as allowed by the Open Meeting Act, and to process the litigation in a manner that prevents disclosure which would seriously impair the ability of the public body to process the claim or conduct a pending investigation, litigation, or proceeding in the public interest. After the conclusion of the confidential portion of executive session, the Council will reconvene in open meeting, and the final decisions, if any, will be put to a vote.**

#### **15. Adjournment**

The meeting was adjourned at approximately 9:30 p.m.

MOTION: A motion was made by Justin Green, seconded by Lisa Ford

**Move to Adjourn**

The motion carried by the following vote:

**Aye: 5 -**

David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

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Mayor

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City Clerk



# City of Broken Arrow

## Request for Action

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**File #:** 25-1242, **Version:** 1

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**Broken Arrow City Council**  
**Meeting of: 09-02-2025**

**Title:**

Acceptance of Planning Commission meeting minutes of July 24, 2025

**Background:**

The minutes of the Planning Commission meeting held July 24, 2025 were approved by the Planning Commission on August 14, 2025.

**Cost:** Approximately \$125.00

**Funding Source:** Community Development Operational Fund

**Requested By:** Rocky Henkel, Community Development Director

**Approved By:** City Manager Office

**Attachments:** 07-24-2025 Planning Commission Minutes

**Recommendation:**

Accept minutes of Planning Commission meeting held July 24, 2025.



**City of Broken Arrow**

City of Broken Arrow  
220 South 1<sup>st</sup> Street  
Broken Arrow, OK  
74012

**Minutes**

**Planning Commission**

**Robert Goranson Chairman**  
**Jason Coan Vice Chairman**  
**Jaylee Klempa Commissioner**  
**Jonathan Townsend Commissioner**  
**Mindy Payne Commissioner**

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**Thursday, July 24, 2025** **5:30 p.m.** **Council Chambers**

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**1. Call to Order**

Chairman Robert Goranson called the meeting to order at 5:30 p.m.

**2. Roll Call**

**Present: 5 -** Mindy Payne, Jonathan Townsend, Jaylee Klempa, Jason Coan, Robert Goranson

**3. Old Business - NONE**

**4. Consideration of Consent Agenda**

- A. 25-1049 **Approval of Planning Commission meeting minutes of July 10, 2025**
- B. 25-1053 **Approval of PR-0000833-2025|PT-002297-2025, Preliminary Plat, Whiskey Ridge III, approximately 22.95 acres, 92 proposed lots, A-1 (Agricultural) to RS-3 (Single Family Residential)/PUD (Planned Unit Development) 256 via BAZ-1969, located one-half mile south of Rockford Street (31st Street), one-eighth mile east of 23rd Street (193rd E. Avenue/County Line Road)**

MOTION: A motion was made by Mindy Payne, seconded by Jaylee Klempa.

**Move to Approve Consent Agenda**

The motion carried by the following vote:

**Aye: 5 -** Mindy Payne, Jonathan Townsend, Jaylee Klempa, Jason Coan, Robert Goranson

**5. Consideration of Items Removed from Consent Agenda - NONE**

**6. Public Hearings**

- A. 25-1052 **Public hearing, consideration, and possible action regarding PUD-002281-2025 (Planned Unit Development) and BAZ-002280-2025 (Rezoning), Aequitas Tucson Development, 11.72 acres, A-1 (Agricultural) to CH (Commercial Heavy), IL (Industrial Light), and RM (Residential Multifamily), located approximately one-eighth mile south of Tucson Street (121st Street) and one-half mile west of Elm Place (161st East Avenue), abrogation of PUD-340**

Amanda Yamaguchi, Planning and Development Manager, presented Item 25-1052, which concerns PUD 2281-2025 and BAZ 2280-2025. These items involve rezoning a 12-acre site from A1 Agriculture to a mix of CH Commercial Heavy, IL Industrial Light, and RM Residential Multifamily. The property lies about one-eighth mile south of Tucson Street and one-half mile west of Elm Place.

A comprehensive plan change was previously approved on June 2 of this year, allowing a shift from Levels 2 and 3 to Levels 3 and 6 within the Greenwood Floodplain, contingent on a PUD consistent with what was presented at that time. The current application meets that condition by dividing the property into three distinct use areas separated by the floodplain: multifamily residential on the west, light industrial in the center, and heavy commercial on the east.

According to FEMA maps, the center portion lies in the 100-year floodplain. Future engineering and platting surveys will verify these boundaries and ensure that any areas within the floodplain are either removed from development or designated as reserves. The City of Broken Arrow provides water and sanitary sewer services.

Given the site’s location, the proposed land uses, and compatibility with surrounding

development, staff has recommended approval of both the PUD and rezoning requests.

After staff confirmed their support for the proposal, Nicole Watts, the applicant's representative, stated that they agreed with the staff recommendation and did not have any additional comments.

Commission members asked follow-up questions about the project's design and access. One concern was about the use of metal wall panels, with a request that future site plan reviews include profiles or cut sheets to ensure decorative finishes rather than utilitarian "farmhouse-style" materials. Staff confirmed that building elevations would be reviewed at later stages to ensure quality.

Further discussion focused on the layout and gating of the property's three components: townhomes, executive garages, and mini-storage. Ms. Watts clarified that the executive garages and mini-storage facilities would have their gated access, separate from the residential areas. The garages and storage units could be leased to individuals who are not residents of the townhomes, although the residential component itself would likely be gated.

Questions also confirmed that each garage unit would be individually owned or leased, without interior connections between units, and strictly limited to storage use (no living space). Commission members noted the upscale design, including mezzanines, and humorously referenced using the space for vintage vehicles. The discussion concluded with no further objections, reinforcing the project's alignment with staff recommendations.

**MOTION: A motion was made by Jason Coan, seconded by Jaylee Klempa Move to Approve Item 25-1052 PUD-002281-2025 (Planned Unit Development) and BAZ-002280-2025 (Rezoning), Aequitas Tucson Development, 11.72 acres, A-1 (Agricultural) to CH (Commercial Heavy), IL (Industrial Light), and RM (Residential Multifamily), located approximately one-eighth mile south of Tucson Street (121st Street) and one-half mile west of Elm Place (161st East Avenue), abrogation of PUD-340**

The motion carried by the following vote:

**Aye: 5 -** Mindy Payne, Jonathan Townsend, Jaylee Klempa, Jason Coan, Robert Goranson

#### **7. Appeals - NONE**

#### **8. General Commission Business - NONE**

#### **9. Remarks, Inquiries, and Comments by Planning Commission and Staff (No Action)**

Commissioner Mindy Payne shared an observation from one of the city trails, highlighting two workers diligently maintaining the area despite the hot weather. She noted that they could have chosen not to engage in the work, but instead were actively doing their jobs and keeping the trail in good condition. Commissioner Payne expressed appreciation for their effort, remarking that it was worth capturing in a quick photo as an example of the city's crews doing things right.

Chairman Robert Goranson raised a question about whether the city's zoning ordinance includes guidance for planting native or pollinator-friendly trees, noting his preference for such species in personal landscaping. Staff clarified that while the ordinance does not mandate their use, it does include an approved tree list created with input from a horticulturist. This list identifies which species are native or beneficial to pollinators, indicated by icons like a bee symbol. Chairman Goranson recalled past efforts to improve the city's landscape ordinance. He mentioned prohibitions on certain invasive trees, like the Bradford and Callery pears, which are now excluded from approved plantings.

Amanda Yamaguchi, Planning and Development Manager, announced that the meeting would be her final session with the planning commission, sharing that she has accepted a new position in Bartlesville and her last day with the City of Broken Arrow will be tomorrow. She expressed gratitude for the opportunity to work with the commission and appreciation for their collaboration during her tenure.

#### **10. Adjournment**

The meeting was adjourned at 6:46 p.m.

**MOTION: A motion was made by Mindy Payne, seconded by Jonathan Townsend Move to Adjourn**

**The motion carried by the following vote:**

**Aye: 4 -** Mindy Payne, Jonathan Townsend, Jason Coan, Robert Goranson

**Nay: 1-** Jaylee Klempa





# City of Broken Arrow

## Request for Action

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**File #:** 25-1263, **Version:** 1

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**Broken Arrow City Council**  
**Meeting of: 09-02-2025**

**Title:**

Approval of and authorization to execute Budget Amendment Number 2 for Fiscal Year 2026

**Background:**

The Municipal Budget Act adopted by the City Council allows the City or Authorities to amend the budget at any time during the year for necessary expenditures incurred that exceed the original budget or when circumstances warrant the action.

Budget Amendment Number 2 appropriates grant funds received in Fiscal Year 2025 for the expenditures of the grant that occurred in FY 26. Since the funds were not expensed in FY 25, the revenue needs to be recognized in FY 26. At the end of FY 25 it went into fund balance, so this budget amendment is moving it from fund balance to the appropriate account.

**Cost:** \$1,350

**Funding Source:** General Fund, Fund Balance

**Requested By:** Cynthia Arnold, Finance Director

**Approved By:** City Manager's Office

**Attachments:** Budget Amendment #2 for Fiscal Year 2026

**Recommendation:**

Approval of and authorization to execute Budget Amendment Number 2 for Fiscal Year 2026.

**Fund 110 - General Fund  
Budget Amendment #2  
Fiscal Year 2026  
9/2/2025**

**Estimated Revenue, Fund Balance or Transfers in**

Description	Balance before Amendment	Amount of Amendment	Balance after Amendment
110-353050 FUND BALANCE	\$ 32,384,000	\$ (1,350)	\$ 32,382,650
	<b>\$ 32,384,000</b>	<b>\$ (1,350)</b>	<b>\$ 32,382,650</b>

**Appropriations**

Account Number	Project	Description	Balance before Amendment	Amount of Amendment	Balance after Amendment
1106002-560240	2660340	OTHER EQUIPMENT	\$ 20,000	\$ 1,350	\$ 21,350
			<b>\$ 20,000</b>	<b>\$ 1,350</b>	<b>\$ 21,350</b>

**Explanation**

The Municipal Budget Act adopted by the City Council allows the City to amend the budget at any time during the year for necessary expenditures incurred that exceed the original budget or when circumstances warrant the action. Budget Amendment #2 appropriates grant funds received in Fiscal Year 2025 for the expenditures of the grant.

Approved by the City Council  
Tuesday, September 2, 2025

Attest by City Clerk

\_\_\_\_\_  
Mayor, Debra Wimpee

\_\_\_\_\_  
Curtis Green



# City of Broken Arrow

## Request for Action

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**File #:** 25-1264, **Version:** 1

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**Broken Arrow City Council**  
**Meeting of: 09-02-2025**

**Title:**

Approval of and authorization to execute Budget Amendment Number 3 for Fiscal Year 2026

**Background:**

The Municipal Budget Act adopted by the City Council allows the City or Authorities to amend the budget at any time during the year for necessary expenditures incurred that exceed the original budget or when circumstances warrant the action.

Budget Amendment Number 3 accounts for the anticipated Fiscal Year 2026 receipt of Raise Grant reimbursement funds and the associated grant expenditures.

**Cost:** \$5,019,934

**Funding Source:** 2018 Bond Issue Fund, Intergovernmental Revenue

**Requested By:** Cynthia Arnold, Finance Director

**Approved By:** City Manager's Office

**Attachments:** Budget Amendment #3 for Fiscal Year 2026

**Recommendation:**

Approval of and authorization to execute Budget Amendment Number 3 for Fiscal Year 2026.

**Fund 330 - Sales Tax Capital Improvement Fund  
Budget Amendment #3  
Fiscal Year 2026  
9/2/2025**

**Estimated Revenue, Fund Balance or Transfers in**

<b>Account Number</b>	<b>Description</b>	<b>Balance before Amendment</b>	<b>Amount of Amendment</b>	<b>Balance after Amendment</b>
593-431000	INTERGOVERNMENTAL	\$ -	\$ 5,019,934	\$ 5,019,934
		<b>\$ -</b>	<b>\$ 5,019,934</b>	<b>\$ 5,019,934</b>

**Appropriations**

<b>Account Number</b>	<b>Project</b>	<b>Description</b>	<b>Balance before Amendment</b>	<b>Amount of Amendment</b>	<b>Balance after Amendment</b>
5935300-570160	ST24140	RAISE GRANT	\$ -	\$ 5,019,934	\$ 5,019,934
			<b>\$ -</b>	<b>\$ 5,019,934</b>	<b>\$ 5,019,934</b>

**Explanation**

The Municipal Budget Act adopted by the City Council allows the City to amend the budget at any time during the year for necessary expenditures incurred that exceed the original budget or when circumstances warrant the action. Budget Amendment #3 accounts for the anticipated FY26 receipt of Raise Grant reimbursement funds and the associated grant expenditures.

Approved by the City Council  
Tuesday, September 2, 2025

Attest by City Clerk

\_\_\_\_\_  
Mayor, Debra Wimpee

\_\_\_\_\_  
Curtis Green



# City of Broken Arrow

## Request for Action

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**File #:** 25-1265, **Version:** 1

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**Broken Arrow City Council**  
**Meeting of: 09-02-2025**

**Title:**

Approval of and authorization to execute Budget Amendment Number 4 for Fiscal Year 2026

**Background:**

The Municipal Budget Act adopted by the City Council allows the City or Authorities to amend the budget at any time during the year for necessary expenditures incurred that exceed the original budget or when circumstances warrant the action.

Budget Amendment Number 4 appropriates a part of fund balance resulting from anticipated expenditures not spent in Fiscal Year 2025.

**Cost:** \$9,083

**Funding Source:** Housing and Urban Development Fund, Fund Balance

**Requested By:** Cynthia Arnold, Finance Director

**Approved By:** City Manager's Office

**Attachments:** Budget Amendment #4 for Fiscal Year 2026

**Recommendation:**

Approval of and authorization to execute Budget Amendment Number 4 for Fiscal Year 2026.

**Fund 335 - Housing and Urban Development Fund  
Budget Amendment #4  
Fiscal Year 2026  
9/2/2025**

**Estimated Revenue, Fund Balance or Transfers in**

<b>Account Number</b>	<b>Description</b>	<b>Balance before Amendment</b>	<b>Amount of Amendment</b>	<b>Balance after Amendment</b>
335-353050	FUND BALANCE	\$ 266,949	\$ (9,083)	\$ 257,866
		<b>\$ 266,949</b>	<b>\$ (9,083)</b>	<b>\$ 257,866</b>

**Appropriations**

<b>Account Number</b>	<b>Project</b>	<b>Description</b>	<b>Balance before Amendment</b>	<b>Amount of Amendment</b>	<b>Balance after Amendment</b>
3358024-570150	ST25180	COLLEGE ADDITION STREET REHAB	\$ 391,085	\$ 9,083	\$ 400,168
			<b>\$ 391,085</b>	<b>\$ 9,083</b>	<b>\$ 400,168</b>

**Explanation**

The Municipal Budget Act adopted by the City Council allows the City to amend the budget at any time during the year for necessary expenditures incurred that exceed the original budget or when circumstances warrant the action. Budget Amendment #4 appropriates a part of fund balance resulting from anticipated expenditures not spent in Fiscal Year 2025.

Approved by the City Council  
Tuesday, September 2, 2025

Attest by City Clerk

\_\_\_\_\_  
Mayor, Debra Wimpee

\_\_\_\_\_  
Curtis Green



# City of Broken Arrow

## Request for Action

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**File #:** 25-1224, **Version:** 1

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**Broken Arrow City Council**  
**Meeting of: 09-02-2025**

**Title:**

Approval of and authorization to execute the Mission Critical Partners contract for Automated Secure Alarm Protocol (ASAP) services

**Background:**

The Police Department originally contracted with CentralSquare for a program interface for ASAP. For various reasons this did not come to fruition. ASAP is a protocol allowing alarm company vendors to send active alarms into a Computer Aided Dispatch (CAD) system for eventual dispatch to the appropriate First Responders. Recently, the ASAP Program developed and released a new program which allows for a more streamlined interface with ASAP and CAD vendors. This is accomplished using an Application Programming Interface (API) provided by ASAP program. The department also possesses a CAD API from CentralSquare, which in conjunction with the ASAP API will allow for a direct interface between both systems. Implementation of the ASAP program will speed responses to alarms, reduce time spent on call taking and errors in call taking, and make the alarm response process more efficient.

The Department has a CIP project set aside as a To-Be-Determined fund for projects like this. \$11,000.00 from the line item will be programmed for use on the ASAP project.

**Cost:** \$10,720.00

**Funding Source:** CIP Project 2536030

**Requested By:** Lance Arnold, Chief of Police

**Approved By:** City Manager Office

**Attachments:** Broken Arrow PD OK\_ASAP Implementation Proposal\_07Aug  
2025\_Final

**Recommendation:**

Approve and authorize the execution of the Mission Critical Partners contract for Automated Secure Alarm Protocol (ASAP) services.



Proposal

# ASAP Service Implementation

*August 7, 2025*

Broken Arrow Police Department, Oklahoma

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# Introduction Letter

August 7, 2025

Stephen Bradley  
911 Communications Manager  
Broken Arrow Police Department  
1101 N 6th Street  
Broken Arrow, OK

Re: Automated Secure Alarm Protocol (ASAP) Service Implementation

Dear Mr. Bradley:

Mission Critical Partners® (MCP) appreciates the opportunity to provide this proposal to Broken Arrow Police Department (BAPD) to support an application for ASAP Implementation.

The proposed services would include implementation for The Monitoring Association (TMA) Automated Secure Alarm Protocol (ASAP). ASAP leverages the Association of Public Safety Communications Officials (APCO) and American National Standards Institute (ANSI) protocols for information exchange between alarm monitoring centers and emergency communications centers (ECCs), also known as public safety answering points (PSAPs).

Your agency must execute the TMA ECC Agreement before services can begin. This agreement is attached as Appendix A, with detailed instructions for properly completing and submitting it. Also included in Appendix A is the TMA Terms of Service for your reference.

This ASAP Implementation proposal is valid for 120 days. If you have any questions regarding the information submitted, please contact me at 920.606.9167, or via email at [KarenCarlson@missioncriticalpartners.com](mailto:KarenCarlson@missioncriticalpartners.com).

On behalf of our entire team, we stand behind our goal to serve as your partner, your advocate, and your agent for innovative solutions and project success.

Sincerely,

Mission Critical Partners



Karen A. Carlson  
Vice President and General Manager, ASAP Program

## Our Commitment to Our Clients

Partnering with a firm that brings an independent, objective perspective to every engagement is our clients' top priority. We stand behind our commitment to always put the fundamental interests of our clients first.

From our inception, vendor-neutrality is a value that underpins every aspect of what we do. Our goal is to determine the most favorable solution for our clients based on their unique requirements, budget, governance structure, operations, and existing technologies. We provide a holistic perspective regarding the entire mission-critical communications ecosystem, free of bias or favoritism to any specific product or service provider. Our recommendations are always based solely on the value and the benefit provided to the client.

For clients, this approach means more control and greater visibility into the systems they ultimately are responsible for operating and maintaining, and—more importantly—a successful project that improves outcomes.

### Board of Directors



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R. Kevin Murray



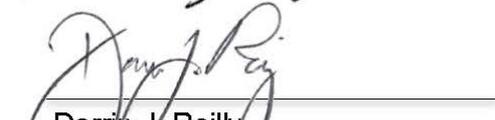
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Robert Chefitz



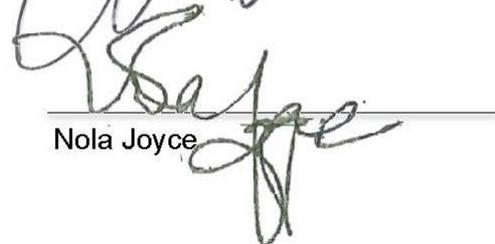
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Bernard Bailey



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Darrin J. Reilly



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Nola Joyce

# Statement of Services

## Introduction and Background

The purpose of this Statement of Work is to outline the tasks and deliverables required to implement ASAP for improving the automation and reliability of alarm notifications between alarm monitoring centers (monitoring centers) and emergency response agencies. The goal is to streamline the process of transmitting alarm signals, reduce response times, and enhance the security and accuracy of communication.

## Objectives

The objectives of implementing ASAP are as follows:



## Scope of Work

This section details the tasks Mission Critical Partners® will complete for Broken Arrow Police Department (BAPD) during the implementation process, with the exception of Task 3, which is identified as customer requirements.

### *Task 1: Establishment of Communication Points and Project Plan*

- **Task 1.1:** Coordinate with BAPD to determine stakeholders and subject matter experts necessary to participate in the successful integration and implementation of ASAP.
- **Task 1.2:** Organize the kickoff meeting and cadence for status meetings and project deliverable expectations.
- **Task 1.3:** Provide regular status updates to all stakeholders and coordinate resources to ensure successful implementation of ASAP.
- **Task 1.4:** Identify the alarm monitoring centers planned to integrate and send alarm response requests.

### *Task 2: System Assessment*

- **Task 2.1:** Coordinate with BAPD’s subject matter experts to determine the necessary computer-aided dispatch (CAD) system upgrades or adjustments required to support ASAP integration.
- **Task 2.2:** Conduct an addressing data review to verify BAPD’s addressing formats with monitoring center customer address information.
- **Task 2.3:** Conduct a CAD operations review to understand incident types and correlate to monitoring center alarm response recommendations.

### *Task 3: Customer Requirements*

- **Task 3.1:** Assume responsibility for any costs and/or upgrades required by the CAD provider for ASAP compatibility. The ASAP implementation team can assist with discussions and coordination of technical requirements as needed.

- **Task 3.2:** Coordinate with the CAD provider to establish ASAP interface connectivity to the CAD production and training/test environment. The ASAP implementation team can assist with discussions and coordination of technical requirements and testing as needed.
- **Task 3.3:** Identify personnel to collaborate and assist the ASAP implementation team to develop policy and procedures to support ASAP integrated operations.
- **Task 3.4:** Identify personnel to collaborate and assist with monitoring center address verification and data normalization.
- **Task 3.5:** Coordinate with MCP to identify subject matter experts and assist with connectivity between the CAD interface network and the ASAP host system.
- **Task 3.6:** Provide information and coordinate with monitoring centers planned to send alarm response requests including sending and approving Traffic Allowance Letters (TAL) to monitoring centers for approval. The Monitoring Association (TMA) will record and keep signed and approved letters on file for reference.

#### *Task 4: ASAP Integration Testing*

- **Task 4.1:** Establish a test plan and extend test cases as appropriate for BAPD.
- **Task 4.2:** Execute testing to ensure that BAPD's CAD product ASAP interface conforms with the APCO/TMA ANSI 2.101.3-2021 standard.
- **Task 4.3:** Configure interfaces with emergency response agencies (e.g., police, fire departments, medical services) that support ASAP.
- **Task 4.4:** Implement data encryption to secure alarm notifications during transmission.

#### *Task 5: Testing & Validation*

- **Task 5.1:** Perform system testing to ensure the seamless transmission of alarms to first responders.
- **Task 5.2:** Verify the integrity and accuracy of transmitted data to ensure reliability.
- **Task 5.3:** Conduct a live test with emergency response agencies to ensure proper processing and response to alarms.

#### *Task 6: Deployment & Monitoring*

- **Task 6.1:** Deploy and provision ASAP broker to appropriately route monitoring center alarm response requests to BAPD's test and production environments.
- **Task 6.2:** Monitor system performance.
- **Task 6.3:** Provide post-deployment support to troubleshoot any issues that arise.

## **Deliverables**

MCP will provide the following deliverables as part of the ASAP implementation project:

- **ASAP Integration Plan:** A detailed plan specifying integration steps, including configurations for each emergency response agency.
- **Test Reports:** Documentation of system tests and validation results, confirming the successful implementation of ASAP.

- **Deployment Report:** A report confirming that the ASAP integration has been successfully deployed and is functioning as expected.
- **Post-Deployment Support Plan:** A support plan for troubleshooting and system maintenance for a defined time period after deployment.

## Timeline

Task	System Assessment	ASAP Integration	Testing & Validation	Deployment & Monitoring
Duration	3 Weeks	3 Weeks	3 Weeks	1 Week

Note: Schedule is an estimate, reliant on Broken Arrow Police Department’s CAD integration availability as well as customer network and resource availability.

## Roles and Responsibilities

Client Responsibilities	ASAP/TMA Responsibilities
<ul style="list-style-type: none"> <li>• Provide access to existing CAD and address data for assessment and integration.</li> <li>• Coordinate with relevant emergency response agencies for testing and deployment.</li> <li>• Ensure internal stakeholders are available for testing and troubleshooting as needed.</li> <li>• Provide details as outlined in the scope of work.</li> </ul>	<ul style="list-style-type: none"> <li>• Complete system and addressing assessment, integration, and testing as outlined in the scope of work.</li> <li>• Provide necessary technical support for ASAP integration.</li> <li>• Coordinate with monitoring centers for data verification, testing, and readiness.</li> <li>• Ensure post-deployment monitoring and support.</li> </ul>

## Success Criteria and Acceptance

The project will be considered successfully completed when:

- ASAP has been integrated and tested by Broken Arrow Police Department.
- Alarm notifications are being received securely and automatically with the first monitoring center.
- All testing criteria are met, and no critical issues are identified.

## Risks and Mitigation

- **Risk 1:** Integration issues with the legacy CAD system.  
**Mitigation:** Ensure thorough system assessment and compatibility checks before starting integration.
- **Risk 2:** CAD address data verification.  
**Mitigation:** Ensure that CAD data is consistent with postal address standards and that responsiveness in the event data integrity issues are identified.

## Conclusion

This Statement of Services outlines the steps and requirements for the successful implementation of ASAP to improve alarm notification and emergency response times. The project will result in a more automated, secure, and effective process for dispatching emergency services—ensuring that alarms are transmitted in real-time.

## Project Team

With more than 225 staff members, MCP’s specialized professionals are integral members of our team. Each team member brings a unique skill set and depth of experience in technology migration services.

Bill Toth, ASAP Implementation Director and Project Manager, will be assigned to oversee the strategic management, testing, integration, rollout, and ongoing support of the ASAP system. An ASAP Implementation Specialist will also be assigned to support your project, ensuring successful implementation and testing of ASAP.

## Pricing

Professional services outlined in the scope of work will be provided for a **fixed fee of \$10,720**. The fee is based on the assumption that all services will be performed remotely. If onsite resources are requested, travel expenses will be billed separately.

Mission Critical Partners will invoice Broken Arrow Police Department based on the following milestone payment schedule. Invoices shall be reviewed and paid within 30 days.

Table 1: Payment Schedule

Phase	% of Fee	Fee
<b>Phase 1:</b> Agreement Signing	10%	\$1,072
<b>Phase 2:</b> Network and CAD Integration	40%	\$4,288
<b>Phase 3:</b> Integration Test and Data Validation	40%	\$4,288
<b>Phase 4:</b> Completion – Productive Use	10%	\$1,072

Based on MCP’s current understanding of what is to be accomplished, the pricing identified represents an estimate of the work anticipated to achieve project success. MCP’s priority is for this project to be successful for Broken Arrow Police Department.

# Appendix A: TMA ECC Agreement/Terms of Service

*Please transfer this template onto your agency letterhead. The document sets in motion the activities to bring an ECC's CAD system onto ASAP. The completed and submitted form is needed before ASAP can officially engage with your agency. Please fill in the information that is delimited by parentheses. We request some agency demographics that pertain to service types, geographic area, and the calls for service so that ASAP can analyze the impact that your ECC will have on the platform. Please scan and send to [karencarlson@asap911.org](mailto:karencarlson@asap911.org).*

(Please place on your agency letterhead.)

(Month Day, Year)

ASAP Program  
The Monitoring Association  
7918 Jones Branch Drive, Suite 400  
McLean, VA 22102

Hello,

I represent the (agency name) located at (agency address). We provide emergency communications service for (fill in as appropriate: law enforcement, fire, EMS) for the (description of your agency service area, example City of Richmond, Virginia). Last year we accepted (number of calls for service) from alarm monitoring centers.

We desire to connect our computer-aided dispatch (CAD) system to ASAP to receive alarm requests for service from monitoring centers electronically. We have reviewed, understand, and agree to the Terms of Service Agreement for ECCs that governs ASAP.

Our agency address is:

(agency name)  
(address line 1)  
(address line 2 – add additional line(s) if needed)

My agency information has been completed in the [ASAP Discovery Form](#).

The contact within our agency for ASAP is (agency contact), who can be reached at (agency contact phone number) or via e-mail at (agency contact e-mail). You may send the documents to our contact.

Warm regards,

(agency representative name)  
(agency representative title)

## ASAP Service – Terms of Service for ECCs

Version: 13 – October 4, 2024

This document is the Terms of Service between your Emergency Communications Centers (“ECC”) and The Monitoring Association’s (“TMA”) ASAP to ECC Service.

ASAP is a secure, electronic method of delivering alarm information from an alarm monitoring center (“Monitoring Center”) directly to an ECC’s computer aided dispatch (“CAD”) or equivalent computer system via a secure network communication path. It is based upon the Automated Secure Alarm Protocol (“ASAP”), an open standard certified by ANSI that was jointly developed by TMA and the Association of Public Safety Communications Officials (“APCO”). The goal of ASAP is to improve the accuracy and the speed of alarm information transfer between a Monitoring Center and the serving ECC.

ASAP is open to any UL listed Monitoring Center. TMA provides the service on a “revenue neutral” basis to the subscribing Monitoring Centers. In other words, all revenues are used to support, develop, or improve ASAP. As an activity of a trade association, TMA is sensitive to perceived issues of anti-trust and collusion issues. Consequently, ASAP must deal fairly and consistently with all qualifying Monitoring Centers and ECCs.

Furthermore, it is essential to keep ASAP relevant and functional. This requires timely administrative communications with both Monitoring Centers and ECCs. This means that TMA expects expeditious turnaround of correspondence and documentation with the subscribing ECCs and Monitoring Centers.

This document is the Terms of Service for an ECC to utilize ASAP. If your ECC utilizes this service, it is agreeing to the terms herein. If your ECC is unable to accept the terms of this document, your ECC and CAD system will be unable to receive alarm messages from ASAP.

The following are the specific terms and the basis on which ASAP is provided to the ECC:

1. ASAP is provided on a “commercially reasonable effort” basis. ASAP does not currently have redundant systems or facilities at the date of this document. Consequently, in case of failure of ASAP, Monitoring Center personnel will initiate a traditional voice telephone call to the ECC to relay the alarm information to the ECC. ECCs must be prepared to accept traditional phone calls from a Monitoring Center to support an alternative to ASAP in the event of a failure.
2. The receipt of an “Accept” message by the Monitoring Center from the ECC CAD System, in response to an alarm message, indicates that the ECC has been properly notified of the alarm and has accepted the information from the Monitoring Center. Although there may be failures in subsequent exchanges of messages for the same alarm, the ECC has accepted the alarm into its CAD system and is required to follow its procedures for handling an alarm call-for-service.
3. In the event of a failure to successfully deliver a message to a the ECC CAD system (a failure is indicated by not receiving an “Accept” message or by receiving a “Reject” message from the ECC CAD system by the Monitoring Center) the Monitoring Center personnel will initiate a traditional voice telephone call to the ECC to relay the alarm information to the ECC as described in Section 1.
4. An ECC must supply to ASAP information regarding the legal name and address of the ECC, the authorities, jurisdictions, and services supported. A point a contact for management and support of the ECC and CAD system also is required.
5. The alarm information communicated by ASAP is **not** Criminal Justice Information (CJI) as

determined by the Federal Bureau of Investigation (FBI) CJIS Division. Consequently, the alarm messages delivered by ASAP are not covered by the FBI CJIS Security Policy.

6. There is no direct cost from the TMA for the ECC to accept messages from and send messages to ASAP. However, the ECC has responsibility for costs that indirectly relate, including, but not limited to: i) costs associated with your CAD system communicating with ASAP, costs of upgrading, replacing, supporting, maintaining, implementing, or training to allow your CAD system to process alarm messages delivered via ASAP.
7. The ECC is responsible for procuring and coordinating with the ECC's CAD system provider, the capability to communicate and interact with ASAP. The CAD system is required to have been certified by the APCO representative to ASAP. TMA can provide a list of certified CAD systems. The certification is for a particular CAD product, not a site nor a CAD company. The cost of certification of the CAD system is the responsibility of either the ECC or the CAD software provider.
8. The ECC is responsible for contracting with a TMA recognized implementation consultant/project manager. Upon request, the TMA will supply a list of currently recognized individuals. The role of this consultant/project manager is to work with the ECC on the implementation, training, and activation of ASAP in your environment. The consultant/project manager is required to educate and assist the ECC on the required workflow of ASAP, how it functions with the ECC CAD system, and to help the ECC develop standard procedures and training materials for its dispatch staff. The consultant/project manager will work as the ECC liaison during the initial connection and testing between the ECC and the Monitoring Centers. The consultant/project manager will assist in resolving critical issues, including event and address consistency between the ECC systems and the alarm companies.

The ECC will contract with the consultant/project manager directly. Neither the TMA nor the individual alarm company Monitoring Center is involved with that business relationship. The ECC only is required to contract with the consultant/project manager through activation and the ECC's initial handling of "live" or production alarms through ASAP. However, the ECC can choose to maintain a relationship with the consultant after activation on ASAP, if desired.

9. The ECC is required to provide (via an online form) information, including but not limited to the ECC's jurisdiction, address, and contact information for various roles. The ECC is required to provide several points of contact, including one that can be provided to ASAP-connected Monitoring Centers. The purpose of the contact list is to coordinate activities between the Monitoring Center and the ECC.
10. The ECC must supply a point of contact ("POC") to support the Monitoring Centers that desire to utilize ASAP and communicate with the ECC. The POC will be the primary point for Monitoring Centers to resolve addressing issues, coordinate testing, and assure the general relationship between the Monitoring Center and the ECC. ASAP only will supply the POC information to Monitoring Centers that subscribe to the service.
11. Prior to "live" or "production" communication between the Monitoring Center and the ECC CAD system, the ECC POC will need to work with the Monitoring Center to resolve addressing differences between the CAD and the Monitoring Center's automation system. The Monitoring Center personnel will need to work with your designee to verify, fix, and correct address information in their system. Ultimately, the ECC will need to determine when the Monitoring Center's address information for the jurisdiction is sufficiently correct for the ECC to accept "live" or "production" messages from the Monitoring Center.
12. The ECC is responsible for timely notification to TMA and Monitoring Center of any planned upgrades or outages of the CAD system.
13. Traffic Authorization Letters
  - A. ASAP requires a Traffic Authorization Letter ("TAL") from the ECC to allow traffic to flow between a specific Monitoring Center and the ECC. The ASAP manager can provide a template of a TAL for use on the ECC's letterhead. The TAL notifies ASAP to make configuration changes to its systems to allow traffic to flow from a Monitoring Center. Until the TAL is received, ASAP will not allow any message traffic to flow to the CAD system operating in a production environment.
  - B. A TAL should be provided to ASAP once the ECC is ready to receive traffic from the Monitoring Center. One TAL is required for each Monitoring Center. It is expected that

the ECC will be prepared to receive alarm information from any Monitoring Center that is participating in ASAP and has client accounts in the pertinent jurisdiction or service area.

- C. In the unusual situation that the ECC is unable or unwilling to accept alarm traffic from a specific Monitoring Center, the ECC must provide an explanation in an official document to the ASAP manager. See section 16. Alarm Traffic Denial for more information.
- D. An ECC may decide to rescind the TAL for a given Monitoring Center. A rescission decision only should be made if a Monitoring Center is failing to correct problems communicating with or operating with the ECC CAD system and has not offered plans to perform corrective action in a reasonable period. A TAL rescission is a form of denial. See section 16. Alarm Traffic Denial for more information.
- E. ASAP, when appropriate and at a Monitoring Center's request, will ask an ECC for a TAL. A response is needed within seven (7) business days.
- F. If ASAP does not receive a response from the ECC within seven (7) business days, ASAP will send a formal request letter for the TAL. At that time, a 30-day timer begins. If no official response is received from the ECC, then the ASAP manager will evaluate whether it is appropriate to continue service to the ECC.

#### 14. Alarm Traffic Denial

- A. In the case an ECC has determined that it will deny accepting alarm signals from a Monitoring Center, the ECC must provide a detailed rationale in writing. This information should include background on why the ECC will not accept the traffic and what remedies can be performed to change the situation and the ECC's decision. The denial cannot be for arbitrary or capricious reasons.
- B. The ASAP manager, under the control of TMA, will review the documentation provided by the ECC. The ASAP manager will provide a copy of the received documentation to the respective Monitoring Center. In their review, the ASAP manager will attempt to ensure that the denial is well founded and is not arbitrary. Assuming the denial meets those criteria, the problem will be turned over to the Monitoring Center to work with the ECC to resolve it.
- C. If the ECC's cause for the denial remains unresolved with the Monitoring Center, the ASAP manager will refer the matter to TMA to investigate. TMA will determine whether a Monitoring Center that fails to follow ASAP Service policies is subject to suspension or revocation of their access to ASAP.
- D. In cases where an ECC has denied accepting traffic and ASAP has determined that reasoning for the denial is not well founded, the ASAP manager will request a meeting with the ECC's management.
- E. If ASAP and the ECC's management cannot resolve the denial, the ASAP manager may terminate all alarm message delivery to the ECC for all alarm Monitoring Centers. The Monitoring Centers using ASAP will then revert to telephone-based transfer of alarm information to the ECC.

15. General support issues and questions can be routed to ASAP. You can contact the ASAP support at [support@asap911.org](mailto:support@asap911.org).

16. This Terms of Service document will be revised by the TMA from time to time. Thirty (30) days after the publication of a new version of this Terms of Service, the new Terms of Service will supersede all previous versions and become effective for all ECCs utilizing ASAP.

Traffic Authorization Template

*This sample template is provided by ASAP to the ECC to submit on ECC letterhead. No additional terms or conditions can be added to the document; otherwise, it will be rejected by ASAP as non-conformant.*

*The Traffic Authorization Letter is submitted only after the Monitoring Center has tested with the ECC, and the ECC approves the Monitoring Center to begin operations in production with the ECC. Typically, the consultant will guide this process during the initial engagement and assist the ECC in completing this document.*

To: ASAP Service Operations

From:

Date:

Re: Automated Secure Alarm Protocol (ASAP) Traffic Authorization Letter

As of {date}, please allow the flow of alarm messages to begin between our computer aided dispatch (CAD) system at ORI {9-Character ORI} and Monitoring Center {Monitoring Center name} known as Monitoring Center ID (CSID).

We have collaborated with this Monitoring Center, and they met the requirements that we have set forth for accepting alarm messages from their company.

However, we reserve the right to rescind this traffic authorization at any time. The authorization is granted on my authority:

Name:

Title:

Agency Name:

Telephone:

E-mail:

---

Signature

# Appendix B: TMA Sole Source Letter





Re: ASAP Sole Source Justification

To Whom It May Concern:

The Monitoring Association (TMA) announced in mid 2024, a groundbreaking partnership with Mission Critical Partners (MCP) to power the growth and innovation of its Automated Secure Alarm Protocol (ASAP) Service. This collaboration is driven by the critical public safety need for seamless ASAP implementation and MCP's unmatched expertise and dedication in managing services for the 911 community and ensure that transitions in projects such as these are seamless for the Agency.

- Under a multi-year managed services agreement with TMA, MCP will spearhead the deployment of ASAP's cutting-edge, cloud-based platform.
- These competencies are based on decades of experience. MCP's implementation specialists collectively bring over 75 years of public safety industry and 911-related experience.
- MCP is currently the sole service provider capable of delivering ASAP implementation and support services. Other providers may support this effort in the future.
- MCP's proven track record in managing complex projects ensures potential risks and roadblocks are effectively addressed.

This partnership underscores TMA's commitment to advancing public safety through innovative solutions. MCP's industry-leading knowledge and capabilities make them the only provider equipped to implement and support a project of this scale and complexity. Together, TMA and MCP are ensuring that public safety agencies can transition seamlessly to the next generation of ASAP technology, with no disruption to critical operations.

We are excited about the future this partnership will unlock for the 911 community and the public safety.

If you have any questions about ASAP Implementation Services with Mission Critical Partners' services, please contact 920.606.9167 or [KarenCarlson@asap911.org](mailto:KarenCarlson@asap911.org).

Sincerely,

The Monitoring Association

**Celia T Besore**

Digitally signed by Celia T Besore Date: 2025.01.16 18:40:32 -05'00'

Celia T. Besore, MBA, FASAE, CAE Chief  
Executive Officer (CEO)

The Monitoring Association



# City of Broken Arrow

## Request for Action

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**File #:** 25-1225, **Version:** 1

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**Broken Arrow City Council**  
**Meeting of: 09-02-2025**

**Title:**

Approval of and authorization to execute the CentralSquare contract for Automated Secure Alarm Protocol (ASAP) Interface

**Background:**

The Police Department originally contracted with CentralSquare for a program interface for ASAP. For various reasons this did not come to fruition. ASAP is a protocol allowing alarm company vendors to send active alarms into a Computer Aided Dispatch (CAD) system for eventual dispatch to the appropriate First Responders. Recently, the ASAP Program developed and released a new program which allows for a more streamlined interface with ASAP and CAD vendors. This is accomplished using an Application Programming Interface (API) provided by ASAP program. The department also possesses a CAD API from CentralSquare, which in conjunction with the ASAP API will allow for a direct interface between both systems. Additionally, CentralSquare will require an interface to facilitate the connection between the ASAP Program and the CAD API. Implementation of the ASAP program will speed responses to alarms, reduce time spent on call taking and errors in call taking, and make the alarm response process more efficient.

There is an annual maintenance cost of six-thousand dollars (\$6,000.00) which going forward will be financed by the police department's operational budget.

**Cost:** \$10,123.66

**Funding Source:** CIP Project 2630280

**Requested By:** Lance Arnold, Chief of Police

**Approved By:** City Manager Office

**Attachments:** Broken Arrow Police OK - ASAP Interface Agreement

**Recommendation:**

Approve and authorize the execution of the CentralSquare contract for Automated Secure Alarm Protocol (ASAP) Interface.

**Quote prepared on:**

August 20, 2025

**Quote prepared by:**

Devin Lamar

devin.lamar@centralsquare.com

**Quote #:** Q-231374

**Primary Quoted Solution:** PSJ Pro

**Quote expires on:** February 15, 2026

**Quote prepared for:**

Scott Carr

Broken Arrow Police Department

220 S. 1st Street

Broken Arrow, OK 74012

918-259-2400

Thank you for your interest in CentralSquare. CentralSquare provides software that powers over 8,000 communities. More about our products can be found at [www.centralsquare.com](http://www.centralsquare.com).

## WHAT SOFTWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
1.	CAD PS Pro ASAP Interface (Import and Export) Annual Subscription Fee	1	6,051.58	6,051.58
			<b>Software Total</b>	6,051.58 USD

## WHAT SERVICES ARE INCLUDED?

	DESCRIPTION	TOTAL
1.	Public Safety Project Management Services - Fixed Fee	780.00
2.	Public Safety Technical Services - Fixed Fee	3,900.00
	<b>Services Subtotal</b>	4,680.00 USD
	<b>Discount</b>	- 607.92 USD
	<b>Services Total</b>	4,072.08 USD

## QUOTE SUMMARY

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<b>Software Subtotal</b>	6,051.58 USD
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<b>Services Subtotal</b>	4,680.00 USD
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<b>Quote Subtotal</b>	10,731.58 USD
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<b>Quote Total</b>	<b>10,123.66 USD</b>
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## WHAT ARE THE RECURRING FEES?

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<b>TYPE</b>	<b>AMOUNT</b>
FIRST YEAR MAINTENANCE TOTAL	0.00
FIRST YEAR SUBSCRIPTION TOTAL	6,051.58
FIRST YEAR RECURRING SERVICES TOTAL	0.00

The amount totals for Maintenance and/or Subscriptions on this quote include only the first year of software use and maintenance.

Annual Maintenance and Subscriptions renewals shall be due annually on the anniversary date of the Delivery Date\*. Annual Maintenance and Subscription Fees are subject to increase as outlined in the Master Agreement.

\*Delivery: For on-premise software, Delivery shall be when CentralSquare delivers to Customer the initial copies of the software outlined above by whichever the following applies and occurs first (a) electronic delivery, by posting it on CentralSquare's network for downloading, or similar suitable electronic file transfer method, or (b) physical shipment, such as on a disc or other suitable media transfer method, or (c) installation, or (d) delivery of managed services server. Physical shipment is on FOB - CentralSquare's shipping point, and electronic delivery is at the time CentralSquare provides Customer with access to download the software. For cloud-based software Delivery shall be whichever the following applies and occurs first when Authorized Users have (a) received log-in access to the software or any module of the software or (b) received access to the software via a URL.

Subscription Access. If Customer is purchasing subscription software under this Quote, so long as Customer has paid the annual subscription fees and is current at all times with the subscription fees as stated herein, CentralSquare grants to Client a limited non-exclusive, non-transferable access to use the subscription software granted in this Quote. Customer understands and acknowledges no ownership or any form of intellectual property rights transfer under the terms of this Quote. Upon termination of this Quote or any subscriptions, (i) all rights granted herein shall terminate immediately and automatically upon the effective date of such termination; (ii) Customer's right to the accessed software granted herein shall terminate; and (iii) Customer will cease using such software and at CentralSquare's direction return or destroy the software and any supplemental confidential information or documentation. Customer shall maintain for a reasonable period, but in no event less than three (3) years after expiration or termination of this Quote, the systems, books and records necessary to accurately reflect compliance with software access and the use thereof. Upon request, and no more than once per year, Customer shall permit CentralSquare to audit Customer's use of the software to monitor compliance. If an audit reveals that Customer has exceeded the restrictions on use or non-compliance with this Quote, Customer shall be responsible for the prompt payment by Customer to CentralSquare of any underpayment.

## **BILLING INFORMATION**

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Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Unit Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Quote Form.

## **PAYMENT TERMS**

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### **License Fees & Annual Subscriptions**

- 100% Due Upon Execution

### **Contract Startup**

- 100% Due Upon Execution

### **Hardware & Third-Party Software**

- 100% Due Upon Execution

### **Services**

- Fixed Fee: 100% Due Upon Completion of Services
- Time & Material: Due as Incurred

**Third-Party Services**

- Fixed Fee: 50% Due Upon Execution; 50% Due Upon Completion
- Time & Material: Due As Incurred

**Travel & Living Expenses**

- Due as Incurred

**PURCHASE ORDER INFORMATION**

---

Is a Purchase Order (PO) required for the purchase or payment of the products on this Quote Form? (Customer to complete)

Yes [ ] No [ ]

Customer's purchase order terms will be governed by the parties' existing mutually executed agreement, or in the absence of such, are void and will have no legal effect.

PO Number: \_\_\_\_\_

Initials: \_\_\_\_\_

**Broken Arrow Police Department**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Applicable Additional terms will be added to the next page.**





# City of Broken Arrow

## Request for Action

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**File #:** 25-1213, **Version:** 1

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**Broken Arrow City Council**  
**Meeting of: 09-02-2025**

**Title:**

Approval of and authorization to execute the Exacom Refresh contract

**Background:**

The Police Department uses an Exacom logging recorder to record E911/non-emergency/ Radio traffic for the City of Broken Arrow users. The department was notified by the vendor of the need to refresh the recorder equipment and upgrade to the latest version of software.

**Cost:** \$56,019.50

**Funding Source:** CIP Project 2630080 3363006-570180

**Requested By:** Lance Arnold, Chief of Police

**Approved By:** City Manager Office

**Attachments:** Q-2024-EXA-1593 Broken Arrow Recorder Refresh 071725  
Exacom Sole Source Letter - Broken Arrow

**Recommendation:**

Approve and authorize execution of the Exacom Refresh Contract



July 17, 2025

Stephen Bradley  
Communications Center Director  
1101 N 6<sup>th</sup> Street  
Broken Arrow, OK 74012

Dear Mr. Bradley,

Pursuant to your request to refresh your EXACOM HindSight H4 Recorder system to continue full support and update the OS and system software, please see the following Sole Source justification.

EXACOM is the developer and manufacturer of the HindSight H4 Recorder. As the manufacturer, Exacom is the only source for feature upgrades to the proprietary software composing the recording system.

EXACOM is committed to providing ongoing software development, maintenance and hardware support for the HindSight series product line. We maintain a stock of spare parts and provide technical support backed up by the HindSight product development team. We further complement our national support program through a coordinated network of local service providers, to facilitate responsive on-site service and maintenance.

Please contact me if you require any additional information regarding EXACOM products.

Respectfully,

*Jim Zaleta*

Jim Zaleta  
Regional Sales Manager  
Melbourne, FL  
Phone: 321-576-4716  
Email: [Jim.Zaleta@exacom.com](mailto:Jim.Zaleta@exacom.com)

# Quote

Quote No: Q-2024-EXA-1593

Date: 7/17/2025

**For:**  
Broken Arrow, OK

**Purchaser:**  
Stephen Bradley  
Broken Arrow, OK  
918-451-8348  
sbradley@brokenarrowok.gov

## Customer Requirements

Broken Arrow has an Exacom recorder that will be six years old at the end of the current support term on 10/14/2025 and will no longer qualify for hardware warranty support. Exacom recommends a refresh of the hardware before that date. The City has maintained continuous support and qualifies to receive credit for their existing software and licensing. The new server will have faster processors, increased RAM and storage, as well as TAA Compliance.

## Refresh Information

Serial #(s) Replacing	2411, 2412
Period of Performance	10/15/2025 - 10/14/2026
Items <u>Not</u> Being Refreshed	EARS-104 (shipped 6/8/2021), NAS for CAD s/n 2705 (shipped 6/8/2021)

## Proposed Technical Refresh Solution

### HindSight 4 Multimedia Recording Platform

#### HindSight Components Being Reissued/Refreshed - No Charge

Qty	Part No:	Model No:	Description	Unit Price	Qty Sub-Total
1	9002200	HS-I-ANI-ALI	HindSight ANI/ALI Serial Interface	\$ 2,495.00	\$ 2,495.00
1	9002207	HS-I-Cisco-A	HindSight Cisco Active SIP Integration	\$ 4,995.00	\$ 4,995.00
1	9002213	HS-I-Vesta	HindSight Vesta NG911 Passive SIP Integration	\$ 9,995.00	\$ 9,995.00
1	9002225	HS-I-H-P25-2	HindSight Harris P25 - Phase 2	\$ 24,995.00	\$ 24,995.00
1	9002242	HS-I-ENC	HindSight AES/DES Encryption, Supports KDF/KMF/OTAR	\$ 19,995.00	\$ 19,995.00
1	9002203-01	HS-I-AQUA	HindSight AQUA Integration	\$ 9,995.00	\$ 9,995.00
1	9002252	HS-I-I3-Log-V	Hindsight I3 Logger Interface - Vesta	\$ 4,995.00	\$ 4,995.00
1	9002299	HS-I-CS-2W	HindSight Central Square Bi-lateral Integration	\$ 15,995.00	\$ 15,995.00
1	9002243	HS-I-EARS-AQ	HindSight EARS FTP/Streaming Integration	\$ 995.00	\$ 995.00
1	9002604-01	HS-EARS-FL	HindSight - Single-Channel EARS FTP License	\$ 350.00	\$ 350.00
1	9002605-01	HS-EARS-SL4	HindSight - Quad-Channel EARS Streaming License	\$ 600.00	\$ 600.00
24	9002600	HS-AD-CL	HindSight Single-Channel A/D SW License (Vesta + phones)	\$ 250.00	\$ 6,000.00
24	9002601	HS-V-CL	HindSight Single-Channel VoIP SW License (16 Cisco, 8 Vesta)	\$ 400.00	\$ 9,600.00
40	9002602	HS-P25CL	HindSight Single-Channel P25-RoIP License	\$ 600.00	\$ 24,000.00
7	9002412	HS-CUL	HindSight Concurrent User Client License	\$ 695.00	\$ 4,865.00

Equipment List Price \$ 139,870.00

Annual ExaCare Warranty/Mtce/Support \$ 18,183.10

**New HindSight Components As Part of the Technical Refresh**

Qty	Part No:	Model No:	Description	Unit Price	Qty Sub-Total
1	9000101-07	HSX-601	HindSight 600 Series Multimedia Recording System (TAA Compliant) A Cybersecurity-Tested Solution TAA Compliant Rack-Mount COTS Server, 32GB RAM, 4TB RAID 5, Dual Hot-Swappable Power Supply, CD/DVD/KB/Mouse, Windows Server 2022 & Microsoft SQL Server 2022   HindSight Core Recording Software   HindSight 4 (Browser-Based) Client with Instant Recall, Customizable Retention Periods, Incident Management, Redaction, Tags & Bookmarks	\$ 18,800.00	\$ 18,800.00
1	9000710	HS-Q-Nic	Quad NIC Card	\$ 735.00	\$ 735.00
1	9000712	HS-D-Serial	Dual Serial Card	\$ 125.00	\$ 125.00
1	9000702	HS-Analog-24	HindSight 24-Channel Analog Card	\$ 7,250.00	\$ 7,250.00
1	9000513-02	HS-LX-BU6	HindSight 300/600 series Storage Backup Solution (TAA Compliant) w/ HS Backup Software - Minimum 6TB RAID 5 (equivalent or larger)	\$ 6,995.00	\$ 6,995.00
	9002431	HS-CUL-UR	HindSight Concurrent Client License Refresh	\$ 495.00	\$ -
1	9002288	ExaHealth	ExaHealth: HindSight health and monitoring service. Supports SNMP and Email notifications.	\$ -	\$ -
1	9002289	ExaBackup	ExaBackup: Backup software for HindSight.	\$ -	\$ -
				Equipment List Price	\$ 33,905.00
				Annual ExaCare Warranty/Mtce/Support	\$ 4,407.65

**Professional Services & Support**

Qty	Part No:	Model No:	Description	Unit Price	Qty Sub-Total
1	9004000	HS-SUP-E	ExaCare Essentials HW Warranty & SW Support - Year 1 100% US-Based Support Team 24/7/365 remote support access via phone, web, and email   HindSight software updates including critical security updates & new feature releases, Hardware warranties   Software assurance		\$ 22,590.75
				<i>ExaCare for years 2 to 6 will renew at this rate annually.</i>	\$ 22,590.75



1	Recording System Installation & Configuration Dedicated Exacom project manager, on-site installation, system configuration based on customer needs. Performed by a full-time Exacom employee.	\$ 8,000.00
1	On-Site Training Training at customer facility by Exacom staff for customer's users and administrators.	Included

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Professional Services \$ 30,590.75

**Proposed Technical Refresh Solution - Summary**

Sub Total Equipment List Price:	\$ 173,775.00
Technical Refresh Licensing Credit:	<u>\$ (139,870.00)</u>
Total Equipment List Price:	\$ 33,905.00
Discount:	<u>\$ (8,476.25)</u>
Total Equipment Price After Discount:	\$ 25,428.75
Shipping:	See Notes
Total Professional Services:	\$ 30,590.75
Solution Sub-Total	<u>\$ 56,019.50</u>
Sales Tax (See Notes Below)	\$ -

**Solution Total \$ 56,019.50**

**General Notes:**

- This quotation is valid for 45 days.
- Prices are in US dollars, FOB Origin Manchester, NH.
- If shipping charges are not explicitly called out in this quote then Exacom will pay to ship all items and then add shipping charges as a separate line item on the invoice, unless otherwise listed on MPA.
- Customer is responsible for all customs and duties. All government tariffs, identified before and/or after the quote process and paid by Exacom will be passed onto the End Customer at cost, with no Exacom mark-up.
- Sales and Use Tax can only be waived if purchaser provides Exacom with a copy of their Tax Exemption Certificate prior to purchase.
- Customer is expected to renew ExaCare annually.
- Software patches and minor releases are only available with current and up-to-date support contract.
- Exacom offers the full level of ExaCare support for 6 years (based on ship date), after which hardware warranty support is no longer available. A hardware / software refresh must be purchased before the server has reached 6 years of age to continue the full level of ExaCare support.
- The HW/SW Refresh is available in year 6, based on ship date, and where ExaCare has been maintained each year prior and through the installation of the refresh.
- First year of ExaCare on new systems (refreshes excluded) starts on the ship date and ends 15 months later. For add-on software, ExaCare starts on the earlier of the date of install or 90 days after shipping and ends 1 year from start date.

Payment Terms: Net 20, Unless MPA on File

Ship Date: 30-45 Days ARO

**Submitted By:**

Jim Zaleta, Regional Sales Manager

Date

7/17/2025

---

**Approved By:**

Signature

Date

---

Printed Name & Title

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# City of Broken Arrow

## Request for Action

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**File #:** 25-1226, **Version:** 1

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**Broken Arrow City Council**  
**Meeting of: 09-02-2025**

**Title:**

Approval of and authorization to execute Amendment No. 2 to the Agreement for Professional Consultant Services with Garver, LLC for the 9th Street Widening from New Orleans Street to Washington Street project (Project Number ST23280)

**Background:**

The design agreement the Engineering & Construction Department negotiated with Garver, LLC for this project includes improvements and widening of 9th Street from New Orleans Street to Washington Street. During the design process it was determined that additional staking of parcels was needed from the estimated number of parcels included in the original agreement of 15 parcels. This amendment adds staking of thirty-two (32) easement parcels and the review of those documents to the fifteen (15) included in the original scope.

**Cost:** \$14,000.00

**Funding Source:** 2018 GO Bond

**Requested By:** Charlie Bright, Director of Engineering and Construction

**Approved By:** City Manager's Office

**Attachments:** Amendment No. 2

**Recommendation:**

Approve and authorize execution of Amendment No. 2 to Agreement for Professional Consulting Services with Garver, LLC

**AMENDMENT NO. 2  
TO  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
BETWEEN  
CITY OF BROKEN ARROW  
AND  
GARVER, LLC**

**PROJECT NAME: 9<sup>TH</sup> STREET WIDENING FROM NEW ORLEANS STREET TO  
WASHINGTON STREET  
PROJECT NO. ST23280**

THIS **AMENDMENT NO. 2**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2025, by and between the CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation of the State of Oklahoma, hereinafter referred to as "CITY", and GARVER, LLC, hereinafter referred to as "ENGINEER";

**WITNESSETH:**

**WHEREAS**, CITY and ENGINEER entered into an Agreement dated October 10, 2023 "ORIGINAL AGREEMENT" for services as set forth in said Agreement; and

**WHEREAS**, said ORIGINAL AGREEMENT requires ENGINEER to prepare construction documents for bidding purposes for 9<sup>th</sup> Street from Washington Street to New Orleans Street to widen the roadway to three lanes, add sidewalk, and a traffic signal replacement at the intersection with New Orleans Street.

**WHEREAS**, CITY and ENGINEER propose to amend said ORIGINAL AGREEMENT to expand the project scope and compensation to include additional easement documents that were needed to obtain property needed for the project design.

**WHEREAS**, the ORIGINAL AGREEMENT and Amendments No. 1 and No. 2 shall hereinafter collectively be referred to as the "Agreement"; and

**WHEREAS**, funding is now available for said additional services; and

**WHEREAS**, ENGINEER is prepared to provide said additional services identified in this Amendment.

**NOW THEREFORE**, in consideration of the promises contained herein, the parties hereto agree to amend the Agreement as follows:

**1. PROJECT SCOPE.**

This Amendment requires ENGINEER to provide staking of forty-seven (47) easement parcels. The original contract contained staking of fifteen (15) easement parcels.

**2. CHANGE IN CONTRACT AMOUNT.**

As compensation for the additional work, CITY shall pay ENGINEER in accordance with the terms as a change in the contract amount;

Original Contract Amount executed October 20, 2023	\$ 485,250.00
Amendment No. 1	\$ 13,552.00
Amendment No. 2	\$ 14,000.00
<hr/>	
Revised Total Contract Amount	\$ 512,802.00

**3. EFFECTIVE DATE AND AUTHORIZATION TO PROCEED.**

This Amendment No. 2 is effective upon signature of both parties.

Except as amended hereby, all terms of the Agreement shall remain in full force and effect without modification or change.

**IN WITNESS WHEREOF**, the parties have executed this AMENDMENT, in multiple copies on the respective dates herein below reflected.

**OWNER:**

City of Broken Arrow, a Municipal Corporation

By: \_\_\_\_\_  
Michael L. Spurgeon, City Manager

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk [Seal]

Date: \_\_\_\_\_

Approved as to form:

D. Graham Parker 8/20/2025  
Assistant City Attorney

**CONSULTANT:**

Garver, LLC

By: [Signature]  
Michael J. Winterscheidt, Proj. Manager

Date: 8/19/2025

(CORPORATE SEAL, IF APPLICABLE)

Attest: [Signature]  
Damon D. Domer, Proj. Manager

Date: 8/19/2025

**VERIFICATION**

State of Oklahoma )  
County of Tulsa ) §

Before me, a Notary Public, on this 19th day of August, 2025, personally appeared Michael J. Winterscheidt, known to be to be the Project Manager of Garver, LLC, and to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

August 05, 2028

[Signature]  
Notary Public

AMBER RAKESTRAW  
NOTARY PUBLIC  
TULSA COUNTY  
STATE OF OKLAHOMA  
COMMISSION NO. 20009443  
EXPIRES 08-05-2028

**RESOLUTION ADOPTED  
BY THE MANAGEMENT COMMITTEE OF  
GARVER, LLC.**

The Management Committee of Garver, LLC, hereby certify that, as duly elected and qualified officers of said firm, the following resolution was adopted at a specially called meeting held on the 15th day of August 2025, and that said Resolution is now in full force and effect:

NOW, THEREFORE, IT IS RESOLVED, that:

Brock E. Hoskins, Chair, President, Chief Executive Officer  
Michael J. Graves, Executive Vice President, Chief Operating Officer  
Jerry D. Holder, Jr., Senior Vice President, Treasurer  
Frank O. McIlwain, Senior Vice President  
Brent S. Schniers, Senior Vice President  
Jeffrey L. Sober, Senior Vice President  
Wm. Earl Mott, Jr., Senior Vice President  
Kurtis L. John, Senior Vice President, Secretary, General Counsel  
Matthew J. Gross, Vice President, Chief Information Officer  
Kyle M. Lawson, Vice President, Chief Financial Officer  
John C. Shaw, Vice President, Chief Human Resource Officer  
Laura E. Nick, Vice President, Chief Communications Officer

Gregory A. Archer, Director of Architecture  
Colin M. Bible, Vice President  
John F. Cantabery, Vice President  
Josh B. Crawford, Vice President  
John C. Cutright, Vice President  
Jason C. Langhammer, Vice President  
Mary E. Mach, Vice President  
R. Blake Martin, Vice President  
Mitchell R. McAnally, Vice President  
Shannon D. McGarrah, Vice President  
Randall G. McIntyre, Vice President  
Todd E. Mueller, Vice President  
Daniel N. Olson, Vice President  
Ronald S. Petrie, Vice President  
J. Andy Pruitt, Vice President  
Blake W. Roberson, Vice President  
John H. Ruddell, Vice President  
Brian S. Shannon, Vice President  
Aimee R. Schroller, Vice President  
Patrick R. Sisemore, Vice President  
S. Shane Smith, Vice President  
Wallace C. Smith, Vice President  
Keith D. Tencleve, Innovation & Business Support Director  
Nicci D. Tiner  
Wendy G. Travis, Vice President  
John T. Watkins, III, Vice President  
Adam T. White, Vice President  
Dakota G. Zimmerman, Vice President

Nick J. Altobelli, Senior Project Manager  
Amanda J. Anderson, Senior Project Manager  
T. Wayne Black, Senior Project Manager  
Bradley S. Bradshaw, Senior Project Manager  
James B. Cabbiness, Senior Project Manager  
R. Wesley Cardwell, Business Team Leader  
John W. Carrigan, Business Line Leader  
Brian S. Chong, Water Design Center Manager  
Robert J. Cook, Government Relations Director  
Ernesto A. Flores, Water Design Center Manager  
Christopher D. Gatling, Water Design Center Manager  
Lance P. Klement, Senior Project Manager  
Scott C. Leach, Senior Project Manager  
Craig G. Leone, Project Manager  
Jerry T. Martin, Business Line Leader  
Zachary T. Moore, Project Manager  
Ryan G. Patton, Senior Project Manager  
Nathaniel R. Polsgrove, Planning Director  
Justin A. Rackley, Senior Project Manager  
Adam P. Roberson, Senior Project Manager  
Jenny E. Sallee, Senior Project Manager  
Matthew J. Serynek, Business Line Leader  
Michael L. Spayd, Senior Project Manager  
Gregory T. Swoboda, Senior Project Manager  
R. Lawren Wilcox, Senior Project Manager  
Michael J. Winterscheidt, Senior Project Manager  
Kirsten J. McCullough, Senior Project Manager

are authorized and empowered to execute proposals and contracts on behalf of Garver, LLC.

In witness hereto, we have subscribed by name as officers of Garver, LLC, and have caused the seal of the Limited Liability Company to be affixed this 15th day of August 2025.



  
\_\_\_\_\_  
Brock Hoskins, Chair and President

  
\_\_\_\_\_  
Kurtis L. John, Sr. Vice President, Secretary  
and General Counsel

**ATTACHMENT A  
TO  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
BETWEEN  
CITY OF BROKEN ARROW (OWNER)  
AND  
GARVER, LLC  
FOR  
9<sup>TH</sup> STREET WIDENING FROM NEW ORLEANS STREET TO WASHINGTON  
STREET  
PROJECT ST23280**

**SCOPE OF SERVICES**

**1.0 AMENDMENT SCOPE**

- 1.1 This Amendment adds staking of thirty-two (32) parcels and coordination of the staking.

**ATTACHMENT B  
TO  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
BETWEEN  
CITY OF BROKEN ARROW (OWNER)  
AND  
GARVER, LLC  
FOR  
9<sup>TH</sup> STREET WIDENING FROM NEW ORLEANS STREET TO WASHINGTON  
STREET  
PROJECT ST23280**

**ORGANIZATION OF SUBMITTAL DOCUMENTS**

- 1.0 RIGHT-OF-WAY DOCUMENTS: The CONSULTANT shall provide staking of thirty-two (32) additional parcels for a total of forty-seven (47) parcels.

**ATTACHMENT C  
TO  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
BETWEEN  
CITY OF BROKEN ARROW (OWNER)  
AND  
GARVER,LLC  
FOR  
9<sup>TH</sup> STREET WIDENING FROM NEW ORLEANS STREET TO WASHINGTON  
STREET  
PROJECT ST23280**

**COMPENSATION AND ADDITIONAL SERVICES**

**1.0 BASIC COMPENSATION**

The basic compensation for the Professional Consultant to perform all duties and responsibilities associated with the Scope of Services as described in Attachment A shall be in accordance with the following payment breakdown:

- 1.1 EASEMENT STAKING: The OWNER shall pay the CONSULTANT a lump sum amount of \$14,000.00 for the coordination and completion of staking of easements. This amount includes all labor, material, overhead and profit associated with the Scope of Services

**ATTACHMENT D  
TO  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
BETWEEN  
CITY OF BROKEN ARROW (OWNER)  
AND  
GARVER, LLC  
FOR  
9<sup>TH</sup> STREET WIDENING FROM NEW ORLEANS STREET TO WASHINGTON  
STREET  
PROJECT ST23280  
PROJECT SCHEDULE**

1.0 No change to the project schedule.



# City of Broken Arrow

## Request for Action

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**File #: 25-1262, Version: 1**

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**Broken Arrow City Council  
Meeting of: 9-02-2025**

**Title:**

Approval of and authorization to execute an integrated supply agreement Renewal No. 2 by and between Genuine Parts Company d/b/a NAPA Auto Parts and the City of Broken Arrow pursuant to the Sourcewell Cooperative Purchasing contract (formerly NJPA) number 110520-GPC

**Background:**

In October 2023, the City of Broken Arrow entered into an agreement with Genuine Parts Company, doing business as NAPA Auto Parts (“NAPA”), to provide Integrated Business Solutions (IBS) services. Under this arrangement, NAPA operates an on-site, City-dedicated parts store within the Fleet Building to manage inventory, procurement, and supply of automotive replacement parts, shop supplies, and related equipment for fleet operations.

The agreement is based on Pricing Option #2a, titled “10% Gross Profit on Products / Monthly Operating Expenses.” Under this plan, NAPA provides products to the City at a fixed gross profit margin of 10%, calculated after accounting for both product costs and the operational expenses of the on-site store. This pricing model applies to both NAPA-branded and non-NAPA products.

Purchases made under this agreement qualify for the competitive bidding exception in Section 2-27(b)(5) of the Broken Arrow Code of Ordinances and are further authorized under Section V.d of the Broken Arrow Purchasing Manual, which permit purchases from the state contract or other purchasing consortiums. Sourcewell qualifies as an approved purchasing consortium under both the Code of Ordinances and the Purchasing Manual.

This request seeks approval for the second renewal of the contract with Genuine Parts Company to continue providing on-site Integrated Business Solutions services through NAPA Auto Parts.

**Cost:** 10% gross profit rate added to NAPA’s cost for parts and supplies needed for City of Broken Arrow’s vehicle and equipment. Operational Costs to be funded through the Broken Arrow Municipal Authority

**Funding Source:** General Fund

**Requested By:** Ryan Baze, Director of Maintenance Services

**Approved By:** City Manager's Office

**Attachments:** NAPA IBS CONTRACT 7-25-23, NAPA IBS Renewal 2024, NAPA IBS  
Renewal 2025

**Recommendation:**

Approve and authorize execution of an integrated supply agreement Renewal No. 2 by and between Genuine Parts Company d/b/a NAPA Auto Parts and the City of Broken Arrow pursuant to the Sourcewell Cooperative Purchasing contract (formerly NJPA) number 110520-GPC

INTEGRATED SUPPLY AGREEMENT  
RENEWAL BY AND BETWEEN  
GENUINE PARTS COMPANY  
AND  
THE CITY OF BROKEN ARROW

**INTEGRATED SUPPLY AGREEMENT  
RENEWAL BY AND BETWEEN  
GENUINE PARTS COMPANY  
AND  
THE CITY OF BROKEN ARROW**

**THIS INTEGRATED SUPPLY AGREEMENT RENEWAL** (this "Agreement") is made by and between **GENUINE PARTS COMPANY**, a Georgia corporation (d/b/a NAPA Auto Parts) ("NAPA"), and **THE CITY OF BROKEN ARROW**, ("CUSTOMER"), to be effective as of the 1<sup>st</sup> day of July, 2024 (the "Effective Date"). This is the second year, first renewal of this agreement.

**WITNESSETH**

WHEREAS, pursuant to a competitive bidding and selection process by Sourcewell (f/k/a National Joint Powers Alliance) (hereinafter, "Sourcewell"), a Minnesota-based Service Cooperative created by Minnesota Legislative Statute 123A.21, Sourcewell and NAPA executed contract #110520-GPC on December 23, 2020 (hereinafter, "Sourcewell Contract"), attached hereto as Exhibit C, to establish a source of supply for certain auto, truck and bus parts as well as to provide Integrated Business Solutions services; and

WHEREAS, by becoming a participating member of Sourcewell (hereinafter, "Member"), CUSTOMER and its related entities (hereinafter, "User Agencies") are authorized to utilize the pricing and incentives available to Sourcewell Members set forth in the Sourcewell Contract; and

WHEREAS, CUSTOMER desires to become a User Agency under such Sourcewell Contract and desires to receive integrated business solutions services from NAPA; and

WHEREAS, CUSTOMER and NAPA agree that the Sourcewell Contract is a vehicle by which CUSTOMER may contract directly with NAPA for parts and services, but that the terms and conditions of this Agreement and not the terms and conditions of the Sourcewell Contract shall govern the relationship of the parties; and

WHEREAS, NAPA desires to provide integrated business solutions services and to establish inventories in CUSTOMER's locations to service the fleet parts needs of CUSTOMER and to serve as the primary supplier of automotive replacement parts and other supplies and/or equipment (the "Inventory" or "Products") to serve the needs of CUSTOMER; and

WHEREAS, CUSTOMER desires to provide space for the Inventory on the premises of CUSTOMER for use by NAPA ("On Site Store") and agrees that NAPA will be its primary supplier of the Inventory pursuant to the terms herein.

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

## **AGREEMENT**

**1. DEFINITIONS.** For purposes of this Agreement, the following terms shall have the meanings set forth below:

- (a) ***Primary Supplier*** shall mean the parts supplier that provides a minimum of ninety percent (90%) of the Inventory needs of CUSTOMER.
- (b) ***NAPA Owned Store*** shall mean an auto parts store lawfully using the tradename or trademark "NAPA" which is wholly owned by NAPA.
- (c) ***NAPA Jobber*** shall mean an auto parts store lawfully using the tradename or trademark "NAPA" with respect to which NAPA maintains no ownership interest.
- (d) ***Current NAPA Jobber Acquisition Cost*** shall mean NAPA's current gold price as set forth on NAPA's Confidential Jobber Cost and Suggested Resales price list.

**2. CUSTOMER'S CURRENT LOCATIONS.** NAPA will establish On Site Store(s) at the CUSTOMER'S following location(s):

City of Broken Arrow  
1700 West Detroit Street  
Broken Arrow, OK 74012

Additional locations of the CUSTOMER may be added to this Agreement but only by a written amendment executed and agreed to by both the CUSTOMER and NAPA.

**3. TERM.** Subject to the terms and conditions set forth below, this Agreement shall begin on the Effective Date and shall end when the Sourcewell Contract terminates or expires or when terminated earlier in accordance with the applicable terms and conditions stated herein. As the Sourcewell Contract is renewed or extended, this Agreement may be renewed or extended for a period of time equal to or shorter than the period of time the Sourcewell Contract is renewed or extended upon the mutual written agreement of the parties. Notwithstanding the foregoing, should the parties desire to extend this Agreement past the termination or expiration date of the Sourcewell Contract, the parties may do so by entering into a mutually agreed upon written amendment to this Agreement. Further, as Sourcewell awards new successive agreements to NAPA

Sourcewell Contract

following expiration of the Sourcewell Contract, any new contract number and/or new terms and conditions may be added with mutual agreement via a written amendment to this Agreement. Either party may terminate this Agreement at any time for its convenience by giving the other party sixty (60) days prior written notice of such termination.

4. **DUTIES AND RESPONSIBILITIES OF NAPA.** NAPA shall have the following duties and responsibilities during the term of this Agreement:

(a) NAPA will operate the On Site Store(s) and provide the Inventory to CUSTOMER's now existing locations. NAPA shall provide all personnel required to operate the On Site Store(s).

(b) In those circumstances when delivery is required by CUSTOMER, NAPA will provide parts to CUSTOMER's locations on a daily route basis. In addition, NAPA will accelerate delivery on those items CUSTOMER requires to be delivered on an expedited basis. NAPA will make all reasonable efforts to ensure prompt delivery to the CUSTOMER's location(s) requesting part(s).

(c) NAPA shall provide all computers and reports necessary to monitor monthly expenses as they pertain to the daily operation of the On Site Store(s). NAPA shall provide computer ordering and cataloging to each On Site Store.

(d) NAPA shall provide a profit and loss statement of the parts operations to the CUSTOMER on approximately the 25th of each month for each On Site Store.

(e) NAPA shall provide back-up emergency service during non-working hour contingencies. This overtime expense (calculated at time and one half) will be charged on a cost basis to CUSTOMER and must be pre-approved by CUSTOMER. The parties shall mutually agree upon the pre-approval process for such emergency situations. NAPA will provide a list of personnel, including telephone numbers, who will respond to emergency servicerequests.

5. **DUTIES AND RESPONSIBILITIES OF CUSTOMER.** CUSTOMER shall have the following duties and responsibilities during the term of this Agreement:

(a) CUSTOMER shall provide, at its sole expense, usable space for NAPA's On Site Store(s) and the Inventory. CUSTOMER shall provide access to restroom facilities for NAPA employees. Further, CUSTOMER shall furnish, at its sole expense, all utilities for the On Site Store(s) including: water, sanitation, sewer, light, telephone, heat, gas, electricity, power, fuel, janitorial and all other utilities and services rendered or delivered to the On Site Store(s) whatsoever. CUSTOMER shall provide NAPA a safe work environment that is free from hostility, violence, or discrimination. NAPA reserves the right to terminate the contract immediately should NAPA encounter a hostile, violent, discriminatory, or unsafe work environment.

(b) CUSTOMER shall use NAPA as its Primary Supplier of the Inventory under this Agreement. CUSTOMER reserves the right to purchase any item outside this Agreement where it is determined to be more economical or timely so long as the purchase of aforesaid part or parts does not result in NAPA no longer being CUSTOMER's Primary Supplier in which case NAPA may terminate this Agreement.

(c) Each On Site Store location shall be appropriately secured or otherwise maintained separate and apart from the business of CUSTOMER. There shall be no intermingling of CUSTOMER's parts or other inventory with NAPA's parts or inventory. Access to the secured On Site Store(s) shall be restricted to NAPA employees and authorized NAPA representatives only. CUSTOMER'S employees, contractors or agents shall not be permitted to enter the secured On-Site Store area unless accompanied by a NAPA employee or other authorized NAPA representative. CUSTOMER hereby assumes and shall bear any and all risk of loss or damage from any cause to the Inventory and other personal property located in the On Site Store(s), except for loss or damage arising out of the acts, errors or omissions of NAPA. NAPA shall invoice CUSTOMER for any such loss of or damage to the Inventory and/or other personal property located in the On Site Store(s), and CUSTOMER shall pay such invoiced amount to NAPA in accordance with the payment terms set forth in Section 7 below.

(d) CUSTOMER shall, at all times during the term of this Agreement, at CUSTOMER'S sole expense, maintain in good condition and repair (so as to prevent any damage or injury to NAPA's employees, the Inventory or other personal property located in the On Site Store(s)) the roof, exterior walls, foundation, and structural portions of the On Site Store(s) and all portions of the electrical and plumbing systems lying outside of the On Site Store(s) but serving the On Site Store(s).

(e) CUSTOMER shall provide information regarding fleet changes to NAPA as soon as possible. Fleet changes include but are not limited to the removal of types of vehicles from the fleet and the addition of new vehicles to the fleet.

**6. ALTERNATIVE SUPPLIERS.** Each On Site Store may be serviced by a NAPA Owned Store or a NAPA Jobber. CUSTOMER acknowledges that whether it will be serviced by a NAPA Owned Store or a NAPA Jobber will be determined by NAPA, in its sole discretion, and that if CUSTOMER is to be serviced by a NAPA Jobber, then such NAPA Jobber must evidence its desire to abide by the terms of this Agreement by entering into an Assignment in the form of Exhibit A hereto.

**7. PAYMENT TERMS/PRICING.** NAPA shall invoice the CUSTOMER for all Inventory purchased pursuant to this Agreement on a monthly basis according to the pricing plan below. CUSTOMER agrees to pay the entire amount of all statements received from NAPA by the 25<sup>th</sup> day of the month following receipt of any such statement. If CUSTOMER has not paid the entire amount of all statements received from NAPA within 10 days of the 25<sup>th</sup> day of the month following receipt of such invoice, CUSTOMER shall be put on COD until such amount is paid in full. No prompt pay discount is available under this Agreement.

There are three pricing options available to CUSTOMER. Those pricing options are Pricing Option #1 (Management Fee), Pricing Option #2a (10% Gross Profit on Products/Monthly Operating Expenses), and Pricing Option #2b (Higher Gross Profit on Products/No Monthly Operating Expenses). The pricing option for *this* Agreement must be indicated by CUSTOMER initials, below.

### **PRICING OPTION #1 (MANAGEMENT FEE)**

**CUSTOMER INITIALS: \_\_\_**

The overall objective of CUSTOMER's pricing plan is for: (i) NAPA to provide Products in accordance with the Pricing Plan Summary set forth below, (ii) NAPA to provide Outside Services in accordance with the Pricing Plan Summary set forth below, (iii) reimbursement by CUSTOMER of each On Site Store's operating expenses, and (iv) payment by CUSTOMER of the Management Fee (as defined below). By billing CUSTOMER for these four categories, NAPA's On Site Store(s) will achieve its target ten percent (10%) net profit for the Agreement (the "Net Profit Target"). These categories are defined as follows:

- (a) **Product Price.** The pricing of the Products to be supplied to CUSTOMER by NAPA pursuant to this Agreement shall be divided into: 1) "**NAPA Product Price**," which is the pricing of NAPA branded or NAPA cataloged supplier manufactured products; and 2) "**Non-NAPA Product Price**," which is the pricing of products which have not been manufactured by NAPA suppliers or do not exist in NAPA's proprietary catalog system but which have been acquired for CUSTOMER by NAPA pursuant to this Agreement. The pricing of NAPA Product and Non- NAPA Product shall be billed in accordance with the Pricing Plan Summary defined below.
- (b) **Outside Services Price.** Outside Services are those services not traditionally performed by NAPA. The pricing of Outside Services shall be billed in accordance with the Pricing Plan Summary defined below.
- (c) **Operational Expenses.** Any and all costs and expenses associated with the operation of the On Site Store(s), including, but not limited to, vehicle gas and maintenance costs, salary and benefits payable to NAPA employees at the On Site Store(s), worker's compensation benefits and insurance, unemployment insurance, personal property insurance for the On Site Store(s) and Inventory, any deductible for losses covered under the personal property, automobile liability, or general liability insurance policies of NAPA, all equipment supplied by NAPA, Corporate Allocation Expenses (as defined below), inventory investment expense, obsolescence expense, pension funding costs, accounting fees, general office expenses,

and shared service expenses. An example of a profit and loss statement reflecting such costs and expenses is attached hereto as Exhibit B. CUSTOMER acknowledges and agrees that the costs and expenses reflected on the profit and loss statement set forth on Exhibit B are subject to change based on actual monthly costs, expenses or Corporate Allocation Expenses incurred relative to the operation of the On Site Store(s). To achieve economies of scale, NAPA utilizes certain headquarter and corporate personnel to assist in the performance of this Agreement. As a result, each On Site Store location is charged certain corporate allocation expenses for various line items shown on Exhibit B ("Corporate Allocation Expenses") which are calculated as a percentage of total Product sales for each month. As such, there is not a supportive invoice for such expenses other than a monthly allocation rate statement. These Corporate Allocation Expenses allow NAPA to have fewer employees performing routine general administrative tasks such as paper work and filing at the On Site Store(s), allowing NAPA counter personnel to focus more attention on serving the On-Site Store operations, and maximizing on-site cost efficiency.

- (d) **Management Fee.** CUSTOMER shall be billed a Management Fee (as defined below) on a monthly basis in accordance with the terms below.

**PRICING PLAN SUMMARY**

NAPA Product Price	Billed to CUSTOMER at the Current NAPA Jobber Acquisition Cost
Non-NAPA Product Price	Billed to CUSTOMER at NAPA's current product acquisition cost
Outside Services Price	Billed to CUSTOMER at NAPA's cost
Operational Expenses	Billed to CUSTOMER in accordance with Section 7(c) above.
Management Fee	Billed to CUSTOMER in accordance with the terms below
Net Profit Target	10% net profit for the NAPA On Site Store(s) after Products, Outside Services, Operational Expenses, and Management Fee are billed to CUSTOMER.

NAPA Product shall be billed to CUSTOMER at the Current NAPA Jobber Acquisition Cost. Non-NAPA Product shall be billed to CUSTOMER at NAPA's current product

acquisition cost, and Outside Services shall be billed to CUSTOMER at NAPA's cost. CUSTOMER is solely responsible for improper or inappropriate instructions by CUSTOMER's employees to NAPA regarding NAPA's purchases of nontraditional parts or services, unless CUSTOMER provided prior written notice to NAPA of parts or services that may not be procured by NAPA in relation to this Agreement. Operational Expenses will be charged to CUSTOMER in accordance with Section 7(c) above, with all such charges for Operational Expenses to be included in CUSTOMER's monthly billing statement. CUSTOMER will be billed at the end of each month for Operational Expenses on an "in arrears" basis.

CUSTOMER shall pay to NAPA on a monthly basis a management fee equal to ten percent (10%) of the Total Monthly Net Sales (as defined below) during the preceding month (the "Management Fee"). For purposes hereof, "Total Monthly Net Sales" means the total dollar amount of all Products (both NAPA and Non-NAPA) and Outside Services sold to the CUSTOMER during the preceding month at the prices set forth in the pricing plan summary above less purchase returns.

CUSTOMER and NAPA mutually agree that CUSTOMER'S maximum annual payment obligation for all Products, Outside Services, Operational Expenses and Management Fees billed to CUSTOMER pursuant to this Section 7 shall be set at \$\_\_\_\_\_per annum; and CUSTOMER has encumbered such amount to cover this potential liability. The parties agree to mutually work together to adjust the amount if such amount must be increased during the term of the contract. CUSTOMER INITIALS\_\_\_ \_

**PRICING OPTION #2a (10% GROSS PROFIT ON PRODUCTS / MONTHLY OPERATING EXPENSES)**

**CUSTOMER INITIALS: \_\_\_**

The overall objective of CUSTOMER's pricing plan is for NAPA to provide Products in accordance with the agreed upon Pricing Plan Summary set forth below and reimbursement by CUSTOMER of each On Site Store's operating expenses. By billing CUSTOMER for these two categories, NAPA's On Site Store(s) will achieve its target ten percent (10%) net profit for the Agreement (the "Net Profit Target"). These categories are defined as follows:

- (a) **Product Price.** The pricing of the Products to be supplied to CUSTOMER by NAPA pursuant to this Agreement shall be divided into: 1) "**NAPA Product Price,**" which is the pricing of NAPA branded or NAPA cataloged supplier manufactured products; and 2) "**Non-NAPA Product Price,**" which is the pricing of products which have not been manufactured by NAPA suppliers or do not exist in NAPA's proprietary catalog system but which have been acquired for CUSTOMER by NAPA pursuant to this Agreement. The pricing of NAPA Product and Non-

NAPA Product shall be billed in accordance with the Pricing Plan Summary defined below.

- (b) **Operational Expenses.** Any and all costs and expenses associated with the operation of the On Site Store(s), including, but not limited to, vehicle gas and maintenance costs, salary and benefits payable to NAPA employees at the On Site Store(s), worker's compensation benefits and insurance, unemployment insurance, personal property insurance for the On Site Store(s) and Inventory, any deductible for losses covered under the personal property, automobile liability, or general liability insurance policies of NAPA, all equipment supplied by NAPA, Corporate Allocation Expenses (as defined below), inventory investment expense, obsolescence expense, pension funding costs, accounting fees, general office expenses, and shared service expenses. An example of a profit and loss statement reflecting such costs and expenses is attached hereto as Exhibit B. CUSTOMER acknowledges and agrees that the costs and expenses reflected on the profit and loss statement set forth on Exhibit B are subject to change based on actual monthly costs, expenses or Corporate Allocation Expenses incurred relative to the operation of the On Site Store(s). To achieve economies of scale, NAPA utilizes certain headquarter and corporate personnel to assist in the performance of this Agreement. As a result, each On Site Store location is charged certain corporate allocation expenses for various line items shown on Exhibit B ("Corporate Allocation Expenses") which are calculated as a percentage of total Product sales for each month. As such, there is not a supportive invoice for such expenses other than a monthly allocation rate statement. These Corporate Allocation Expenses allow NAPA to have fewer employees performing routine general administrative tasks such as paper work and filing at the On Site Store(s), allowing NAPA counter personnel to focus more attention on serving the On-Site Store operations, and maximizing on-site cost efficiency.

#### PRICING PLAN SUMMARY

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NAPA Product Price	Billed to CUSTOMER at a 10% gross profit rate (The formula for NAPA Product Price for CUSTOMER is the Current NAPA Jobber Acquisition Cost divided by .90) This formula will achieve the gross profit rate set forth above. Example: Current NAPA Jobber Acquisition Cost is \$1.00. CUSTOMER's price would be $\$1.00/.90=\$1.11$
Non-NAPA Product Price	Billed to CUSTOMER at a 10% gross profit rate (The formula for Non-NAPA Product Price for CUSTOMER is NAPA's current product acquisition cost divided by .90) This formula will achieve the gross profit rate set forth above. Example: current product acquisition

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	cost is \$1.00. CUSTOMER's price would be \$1.00/.90=\$1.11
Operational Expenses	Billed to CUSTOMER in accordance with Section 7(b) above.
Net Profit Target	10% net profit for the NAPA On Site Store(s) after Products and Operational Expenses are billed to CUSTOMER.

Both NAPA Product and Non-NAPA Product shall be set by NAPA to yield a gross profit of ten percent (10%). Operational Expenses will be charged to CUSTOMER in accordance with Section 7(b) above, with all such charges for Operational Expenses to be included in CUSTOMER's monthly billing statement. CUSTOMER will be billed at the end of each month for Operational Expenses on an "in a1Tears" basis.

CUSTOMER and NAPA mutually agree that CUSTOMER'S maximum annual payment obligation for all Products and Operational Expenses billed to CUSTOMER pursuant to this Section 7 shall be set at \$2,500,000 per annum; and CUSTOMER has encumbered such amount to cover this potential liability. The parties agree to mutually work together to adjust the amount if **such nt** must be increased during the term of the contract. **CUSTOMER INITIALS \_\_\_**

In addition, NAPA may use any sub-contractor for the procurement of "outside" services (i.e., those services not traditionally performed by NAPA), and CUSTOMER will be billed an additional charge for any such purchases so as to yield NAPA a ten percent (10%) gross profit on such purchases. CUSTOMER must provide pre-approval in writing of such outside service purchases. CUSTOMER is solely responsible for improper or inappropriate instructions by CUSTOMER's employees to NAPA regarding NAPA's purchases of nontraditional parts or services, unless CUSTOMER provided prior written notice to NAPA of parts or services that may not be procured by NAPA in relation to this Agreement.

**PRICING OPTION #2b (HIGHER GROSS PROFIT ON PRODUCTS / NO MONTHLY OPERATING EXPENSES)**

**CUSTOMER INITIALS: \_\_\_**

The overall objective of CUSTOMER's pricing plan is for NAPA to provide Products in accordance with the agreed upon Pricing Plan Summary set forth below. By billing CUSTOMER for the Products, NAPA's On Site Store(s) will achieve its target ten percent (10%) net profit for the Agreement (the "Net Profit Target"). CUSTOMER's pricing plan is comprised of the following elements:

- (a) **Product Price.** The pricing of the Products to be supplied to CUSTOMER by NAPA pursuant to this Agreement shall be divided into: 1) "**NAPA Product Price,**" which is the pricing of NAPA branded or NAPA cataloged supplier manufactured products; and 2) "**Non-NAPA Product Price,**" which is the pricing of products which have not been manufactured by NAPA suppliers or do not exist in NAPA's proprietary catalog system but which have been acquired for CUSTOMER by NAPA pursuant to this Agreement. The pricing of NAPA Product and Non- NAPA Product shall be billed in accordance with the Pricing Plan Summary defined below.
- (b) **Operational Expenses.** Any and all costs and expenses associated with the operation of the On Site Store(s), including, but not limited to, vehicle gas and maintenance costs, salary and benefits payable to NAPA employees at the On Site Store(s), worker's compensation benefits and insurance, unemployment insurance, personal property insurance for the On Site Store(s) and Inventory, any deductible for losses covered under the personal property, automobile liability, or general liability insurance policies of NAPA, all equipment supplied by NAPA, Corporate Allocation Expenses (as defined below), inventory investment expense, obsolescence expense, pension funding costs, accounting fees, general office expenses, and shared service expenses. An example of a profit and loss statement reflecting such costs and expenses is attached hereto as Exhibit B. CUSTOMER acknowledges and agrees that the costs and expenses reflected on the profit and loss statement set forth on Exhibit B are subject to change based on actual monthly costs, expenses or Corporate Allocation Expenses incurred relative to the operation of the On Site Store(s). To achieve economies of scale, NAPA utilizes certain headquimier and corporate personnel to assist in the performance of this Agreement. As a result, each On Site Store location is charged certain corporate allocation expenses for various line items shown on Exhibit B ("Corporate Allocation Expenses") which are calculated as a percentage of total Product sales for each month. As such, there is not a supportive invoice for such expenses other than a monthly allocation rate statement. These Corporate Allocation Expenses allow NAPA to have fewer employees perf0lming routine general administrative tasks such as paper work and filing at the On Site Store(s), allowing NAPA counter personnel to focus more attention on serving the On-Site Store operations, and maximizing on-site cost efficiency.

**PRICING PLAN SUMMARY**

NAPA Product Price	Billed to CUSTOMER on a "9074 NAPA Pricing Profile"
Non-NAPA Product Price	Billed to CUSTOMER at a 25% gross profit rate (The formula for Non-NAPA Product Price for

	CUSTOMER is NAPA's current product acquisition cost divided by .75) This formula will achieve the gross profit rate set forth above. Example: current product acquisition cost is \$1.00. CUSTOMER's price would be \$1.00/.75=\$1.33
Operational Expenses	Paid entirely by NAPA
Net Profit Target	Amounts will be refunded or charged based on the failure or achievement of an overall 10% net profit for the previous month.

NAPA Product shall be billed to CUSTOMER based on a "9074 NAPA Pricing Profile" which has been provided to CUSTOMER in connection with this Agreement. Non-NAPA Product shall be billed by NAPA to yield a gross profit of twenty-five percent (25%). All Operational Expenses shall be borne by NAPA.

Sales at each On Site Store location will be reviewed after the first ninety (90) days of operation and on a month by month basis thereafter to ensure a ten percent (10%) net profit for NAPA. If monthly sales at each On Site Store, independently as opposed to in the aggregate, are producing more than a ten percent (10%) net profit for NAPA, NAPA will pay to CUSTOMER, via a refund check, the overage. Conversely, if NAPA's net profit for the preceding month is less than ten percent (10%), NAPA will bill CUSTOMER for the deficiency.

CUSTOMER and NAPA mutually agree that CUSTOMER'S maximum annual payment obligation for Products billed to CUSTOMER pursuant to this Section 7 shall be set at \$\_\_\_\_\_per annum; and CUSTOMER has encumbered such amount to cover this potential liability. The parties agree to mutually work together to adjust the amount if such amount must be increased during the term of the contract.

**CUSTOMER INITIALS ---**

In addition, NAPA may use any sub-contractor for the procurement of "outside" services (i.e., those services not traditionally performed by NAPA), and CUSTOMER will be billed an additional charge for any such purchases so as to yield NAPA a twenty- five percent (25%) gross profit on such purchases. CUSTOMER must provide pre- approval in writing for such outside service purchases. CUSTOMER is solely responsible for improper or inappropriate instructions by CUSTOMER's employees to NAPA regarding NAPA's purchases of nontraditional parts or services, unless CUSTOMER provided prior written notice to NAPA of parts or services that may not be procured by NAPA in relation to this Agreement.

**8. INSURANCE.**

(a) CUSTOMER shall maintain during the term of this Agreement workers' compensation insurance for its employees and general liability insurance covering its

property. NAPA acknowledges that CUSTOMER may elect to self-insure such obligations.

(b) NAPA shall maintain during the term of this Agreement workers' compensation insurance coverage for its employees located at the On Site Store(s) in amounts required by law. In addition, NAPA shall maintain personal property insurance during the term of this Agreement in an amount sufficient to cover any loss or damage to the Inventory and any other personal property owned by NAPA that is located at the On Site Store(s).

9. **NO LIENS.** CUSTOMER warrants that it shall take no action, including but not limited to the granting of a security interest, or fail to take any action, which would operate or does operate in any way to encumber the Inventory of NAPA located in the On Site Store(s).

10. **PERSONNEL.** NAPA and CUSTOMER shall attempt in good faith to mutually agree upon the identity of the persons that will be selected to staff the On Site Store(s). In the event that CUSTOMER for any reason wishes to remove or replace any of the NAPA personnel in the On Site Store(s), the parties will attempt to resolve CUSTOMER's request by mutual agreement.

11. **WARRANTY/LIABILITY DISCLAIMER.** All Products supplied pursuant to this Agreement are subject to the terms of written warranties provided by the manufacturer of each Product, and NAPA shall use reasonable commercial efforts to assist the CUSTOMER in processing all warranty claims that the CUSTOMER may have against a manufacturer. The manufacturer's warranty will be the sole and exclusive remedy of the CUSTOMER in connection with any claims concerning the Products supplied to CUSTOMER pursuant to this Agreement. ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED. Copies of the manufacturers' warranties are available to CUSTOMER upon request.

For suppliers (or categories of suppliers) of Non-NAPA Products that CUSTOMER instructs NAPA to utilize or consider for future purchases, NAPA is under no obligation to (and NAPA disclaims all liability in connection with) investigate product quality, management, ownership, reputation, certifications, qualifications, price competitiveness, or any other related characteristics of the products, individuals or entities at issue.

12. **TERMINATION FOR CAUSE.** This Agreement may be terminated immediately, unless otherwise stated in this Section 12, by either party for cause:

(a) In the event that the other party fails or refuses to pay any amounts due under this Agreement and such failure continues for ten (10) days;

(b) In the event that the other party fails or refuses to perform any other obligation required under this Agreement, and such failure or refusal continues for thirty (30) days after written notice thereof; or

(c) In the event that the other party files any bankruptcy petition, has any bankruptcy petition filed against it, makes any assignment of its assets for the benefit of creditors, or admits in writing its inability to pay its debts as they become due.

**13. EFFECT OF TERMINATION.** Immediately upon termination, expiration, or non-renewal of this Agreement for any reason:

(a) All duties, responsibilities and other obligations of each party hereunder shall terminate, except for the payment of any amounts due and owing to NAPA at the time of termination, expiration, or non-renewal.

(b) Each party shall immediately return to the other party all equipment, software, books, records, tools and any other personal property owned by the other party that are in such party's possession. CUSTOMER shall allow NAPA full and unrestricted access to enter into the On Site Store(s) and immediately remove all equipment and other items of personal property owned by NAPA without being deemed guilty of trespass or any other violation of the law. All inventory records, sales history, sales analysis and all other information generated by NAPA under this Agreement will be returned to CUSTOMER.

Nothing contained in this Section shall be deemed a waiver of, or in any other manner impair or prejudice, any other legal rights that either party may have against the other party for any breach of this Agreement. The provisions and obligations of Sections 9, 11, 13, 14, 15, 16, and 22 shall survive the termination, expiration, or non-renewal of this Agreement for any reason.

**14. BUY-BACK OF INVENTORY.** Upon termination, expiration, or non-renewal of this Agreement, NAPA shall have the option to require CUSTOMER to purchase all non-NAPA Inventory owned by NAPA and located in each On Site Store at NAPA's On Site Store's current product acquisition cost, and CUSTOMER shall have the option to purchase all NAPA Inventory, owned by NAPA and located in each On Site Store at the Current NAPA Jobber Acquisition Cost. Upon CUSTOMER's request, NAPA shall provide CUSTOMER with a listing of all NAPA and non-NAPA Inventory owned by NAPA and located in the On Site Store(s).

**CUSTOMER INITIALS: \_\_\_**

**15. INDEMNIFICATION.** NAPA shall be responsible for and shall indemnify and hold CUSTOMER harmless from and against all damages, claims or demands that may, during the term of this Agreement, arise or be occasioned by the negligent or intentional acts of NAPA or NAPA's employees.

16. **NOTICES.** Whenever any notice, demand or request is required or permitted hereunder, such notice, demand or request shall be hand-delivered in person or sent by overnight mail through a reputable service, or by certified mail, return receipt requested, to the addresses set forth below:

As to NAPA:                   Genuine Parts Company  
2999 Wildwood Parkway  
Atlanta, GA 30339  
Attn: Corporate Counsel

As to CUSTOMER:   City of Broken Arrow  
220 South 1<sup>st</sup> Street  
Broken Arrow, OK 74012  
Attn: City Clerk

Each such notice shall be deemed delivered (i) on the date of receipt if delivered by hand or overnight courier service or (ii) on the date three (3) business days after depositing with the United States Postal Service if mailed by registered or certified mail. Either party may change its address specified for this notice by giving the other party at least ten (10) days written notice in accordance with this Section 16.

17. **FORCE MAJEURE / DAMAGE OF PREMISES.**

(a) Whenever performance by either party of any of their respective obligations (other than the obligation to make payment of money due hereunder) is substantially prevented by reason of any act of God, other industrial or transportation disturbance, fire, floods, riots, acts of enemies, national emergencies, pandemics, or by any other cause not within the reasonable control of such party and not occasioned by its negligence, then such performance shall be excused and the performance of such obligations under this Agreement shall be suspended for the duration of such prevention and for a reasonable time thereafter; provided that the foregoing in this Section 17 shall not apply to obligations relating to the payment of money.

(b) NAPA may terminate this Agreement immediately in the event that the CUSTOMER's premises are damaged by any casualty, or such portion of the premises is condemned by any legally constituted authority, such as will make the CUSTOMER's premises unusable for the On Site Store(s) in the reasonable judgment of NAPA.

18. **SUCCESSORS AND ASSIGNS.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective officers, directors, employees, successors and assigns. Notwithstanding the foregoing, the rights and obligations of either party to this Agreement may not be assigned without

the prior written consent of the other party hereto, which consent shall not be unreasonably withheld.

19. **AMENDMENTS.** No amendment to this Agreement shall be binding on either party hereto unless such amendment is in writing and executed by both parties with the same formality as this Agreement is executed.

20. **NO WAIVER OF RIGHTS.** No failure of either party hereto to exercise any power given such party hereunder or to insist upon strict compliance by the other party to its obligations hereunder, and no custom or practice of the parties in variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof. Notwithstanding the same, only waivers made in writing shall be valid and enforceable.

21. **LIMITATIONS ON RIGHTS OF THIRD PARTIES.** All obligations of a party under this Agreement are imposed solely and exclusively for the benefit of the parties, and no other person shall, under any circumstances, be deemed to be a beneficiary of such obligations.

22. **LIMITATION OF LIABILITY.** WHILE NOT APPLICABLE TO BREACHES OF CONFIDENTIALITY PROVISIONS, FRAUD, WILLFUL INJURY TO THE PERSON OR PROPERTY OF ANOTHER, WILLFUL OR NEGLIGENT VIOLATIONS OF LAW, THE PARTIES HEREBY DISCLAIM ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES IN ANY WAY RELATED TO THIS AGREEMENT, THEIR OTHER BUSINESS RELATIONSHIPS, OR THE TRANSACTIONS CONTEMPLATED HEREIN.

23. **INDEPENDENT CONTRACTOR.** The parties hereto are independent contractors. Nothing in this Agreement shall create or shall be deemed to create any fiduciary relationship or the relationship of principal and agent, partnership, joint venturers or any other similar or representative relationship between the parties hereto.

24. **CHOICE OF LAW.** This Agreement shall be construed and interpreted under the laws of the State of Oklahoma.

25. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

26. **SECTION HEADINGS.** Section titles or captions contained herein are inserted only as a matter of convenience for reference and in no way define, limit, extend, or describe the scope hereof or the intent of any provision hereof.

27. **SEVERABILITY.** In the event any part of this Agreement shall be finally determined by a court of law to be illegal or unenforceable for any reason, then

that illegal or unenforceable part shall be severed from the Agreement, and the remaining terms shall continue in full force and effect.

**28. ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement of the parties hereto and no prior representation, inducement, promise or agreement, oral or written, between the parties not embodied herein shall be of any force and effect.

**29. AMENDMENT.** Simultaneously with the execution of this Agreement, NAPA and CUSTOMER shall execute that certain Amendment to Integrated Supply Agreement dated as of even date herewith, attached hereto as Exhibit D.

**[Signatures Appear on Next Page]**

**IN WITNESS WHEREOF**, the parties hereto cause their hands and seals to be affixed by their duly-authorized representatives effective as of the date and year first above written.

**Genuine Parts Company**

By:  
Name:  
Title:

**THE CITY OF BROKEN ARROW**

By:  
Name:  
Title:  
Date:

Deputy city Attorney

secretary

city of Broken Arrow

Broken Arrow Municipal Author

Date:

Date:

**EXHIBIT A**  
**ASSIGNMENT**

See attached.

**ASSIGNMENT**

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, GENUINE PARTS COMPANY, a Georgia corporation (hereinafter "Assignor"), hereby assigns, transfers, sets over and delivers to [JOBBER], a \_\_\_\_ (hereinafter "Assignee"), all of Assignor's rights, obligations and interest, including any options to renew or extend the contract term, in those certain location(s) as set forth below, as governed by the Integrated Supply Agreement dated \_\_\_\_ by and between Genuine Parts Company and City of Broken Arrow [CUSTOMER] (the "Integrated Supply Agreement").

Location(s): \_\_\_\_

Assignee hereby accepts the assignment of the Integrated Supply Agreement, agrees to provide the services and perform all other obligations required to be performed by "NAPA" in said Integrated Supply Agreement at the times and in the manner set forth in said Integrated Supply Agreement, and shall be bound by all other terms, covenants and conditions of said Integrated Supply Agreement with regard to the location(s) set forth above, all with the same force and effect as if Assignee were originally named as "NAPA" therein.

[CUSTOMER] hereby consents to the above assignment of the Integrated Supply Agreement on the terms set forth herein and hereby agrees to release and discharge Assignor from any further obligation or liability under the Integrated Supply Agreement and to look solely to Assignee as the responsible party under the Integrated Supply Agreement for all liabilities or obligations arising from and after the effective date of this assignment.

The parties hereto agree that the assignment as set forth herein shall be effective as of 12:01 a.m. on

[Signatures appear on following page]

IN WITNESS WHEREOF, the undersigned have set their hands this \_\_\_ day  
of \_\_\_, 20\_\_ .

ASSIGNOR:

ASSIGNEE:

GENUINE PARTS COMPANY

\_\_\_ [JOBBER]

By:  \_\_\_\_\_

**By** \_\_\_\_\_

Name: Art Fischer

Name: \_\_\_

Its: Division VP

Its: \_\_\_\_\_

Agreed and acknowledged:

\_\_\_ [CUSTOMER]

By: t>v- Dt/v-0v UJirU.,

Name: Mayor Debra Wimpee

Its: Mayor

10/6/2023

Danny Littlefield  
Deputy cityAttorney  
city of Broken Arrow  
8/23/2023

Curtis Green  
secretary  
Broken Arrow Municipal Author  
10/6/2023

**EXHIBITB**

**SAMPLE PROFIT AND LOSS STATEMENT**

See attached.

**EXHIBIT C**

**SOURCEWELL CONTRACT**

A copy of the Sourcewell contract can be found at: <https://www.sourcewell-mn.gov/cooperative-purchasing/110520-gpc>

**EXHIBITD**  
**AMENDMENT TO INTEGRATED SUPPLY AGREEMENT**

See attached.

**AMENDMENT TO INTEGRATED SUPPLY AGREEMENT BETWEEN  
GENUINE PARTS COMPANY  
AND  
CITY OF BOKEN ARROW**

THIS AMENDMENT TO INTEGRATED SUPPLY AGREEMENT (this "Amendment") is entered into this 1<sup>st</sup> day of August, 2023 (the "Amendment Effective Date") by and between GENUINE PARTS COMPANY, a Georgia corporation ("NAPA") and THE CITY OF BROKEN ARROW ("CUSTOMER").

WHEREAS, NAPA and CUSTOMER are parties to that certain Integrated Supply Agreement dated as of August 1, 2023 (the "Agreement") for the supply and sale of automotive parts and related supplies at certain locations as required by CUSTOMER; and

WHEREAS, NAPA and CUSTOMER desire to amend the Agreement according to the terms set forth below.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, NAPA and CUSTOMER hereby agree to amend the Agreement as follows:

1. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

2. **Payment Terms/Pricing**, Section 7 of the Agreement is hereby deleted in its entirety and replaced with the following:

" 7. **PAYMENT TERMS/PRICING**, NAPA shall invoice the CUSTOMER for all Inventory purchased pursuant to this Agreement on a monthly basis according to the pricing plan below. CUSTOMER agrees to pay the entire amount of all statements received from NAPA by the 25<sup>th</sup> day of the month following receipt of any such statement. If CUSTOMER has not paid the entire amount of all statements received from NAPA within IO days of the 25<sup>th</sup> day of the month following receipt of such invoice, CUSTOMER shall be put on COD until such amount is paid in full. No prompt pay discount is available under this Agreement.

The overall objective of CUSTOMER's pricing plan is for NAPA to provide Products in accordance with the agreed upon Pricing Plan Summary set forth below and reimbursement by CUSTOMER of each On Site Store's operating expenses. By billing CUSTOMER for these two categories, NAPA's On Site Store(s) will achieve its target ten percent (10%) net profit for the Agreement (the "Net Profit Target"). These categories are defined as follows:

- (a) **Product Price.** The pricing of the Products to be supplied to CUSTOMER by NAPA pursuant to this Agreement shall be divided into: 1) "**NAPA Product Price,**" which is the pricing of NAPA branded or NAPA cataloged supplier manufactured products; and 2) "**Non-NAPA Product Price,**" which is the pricing of products which have not been manufactured by NAPA suppliers or do not exist in NAPA's proprietary catalog system but which have been acquired for CUSTOMER by NAPA pursuant to this Agreement. The pricing of NAPA Product and Non-NAPA Product shall be billed in accordance with the Pricing Plan Summary defined below.
- (b) **Operational Expenses.** Any and all costs and expenses associated with the operation of the On Site Store(s), including, but not limited to, vehicle gas and maintenance costs, salary and benefits payable to NAPA employees at the On Site Store(s), worker's compensation benefits and insurance, unemployment insurance, personal property insurance for the On Site Store(s) and Inventory, any deductible for losses covered under the personal property, automobile liability, or general liability insurance policies of NAPA, all equipment supplied by NAPA, Corporate Allocation Expenses (as defined below), inventory investment expense, obsolescence expense, pension funding costs, accounting fees, general office expenses, and shared service expenses. An example of a profit and loss statement reflecting such costs and expenses is attached hereto as Exhibit B. CUSTOMER acknowledges and agrees that the costs and expenses reflected on the profit and loss statement set forth on Exhibit B are subject to change based on actual monthly costs, expenses or Corporate Allocation Expenses incurred relative to the operation of the On Site Store(s). To achieve economies of scale, NAPA utilizes certain headquarter and corporate personnel to assist in the performance of this Agreement. As a result, each On Site Store location is charged certain corporate allocation expenses for various line items shown on Exhibit B ("Corporate Allocation Expenses") which are calculated as a percentage of total Product sales for each month. As such, there is not a supportive invoice for such expenses other than a monthly allocation rate statement. These Corporate Allocation Expenses allow NAPA to have fewer employees performing routine general administrative tasks such as paper work and filing at the On Site Store(s), allowing NAPA counter personnel to focus more attention on serving the On-Site Store operations, and maximizing on-site cost efficiency.

**PRICING PLAN SUMMARY**

NAPA Product Price	Billed to CUSTOMER at a 10% gross profit rate (The formula for NAPA Product Price for CUSTOMER is the Current NAPA Jobber Acquisition Cost divided by .90) This formula will achieve the gross profit rate set forth above. Example: Current NAPA Jobber Acquisition Cost is \$1.00. CUSTOMER's price would be $\$1.00/.90=\$1.11$
Non-NAPA Product Price	Billed to CUSTOMER at a 10% gross profit rate (The formula for Non-NAPA Product Price for CUSTOMER is NAPA's current product acquisition cost divided by .90) This formula will achieve the gross profit rate set forth above. Example: current product acquisition cost is \$1.00. CUSTOMER's price would be $\$1.00/.90=\$1.11$
Operational Expenses	Billed to CUSTOMER in accordance with Section 7(b) above.
Net Profit Target	10% net profit for the NAPA On Site Store(s) after Products and Operational Expenses are billed to CUSTOMER.

Both NAPA Product and Non-NAPA Product shall be set by NAPA to yield a gross profit often percent (10%). Operational Expenses will be charged to CUSTOMER in accordance with Section 7(b) above, with all such charges for Operational Expenses to be included in CUSTOMER's monthly billing statement. CUSTOMER will be billed at the end of each month for Operational Expenses on an "in arrears" basis.

In addition, NAPA may use any sub-contractor for the procurement of "outside" services (i.e., those services not traditionally performed by NAPA), and CUSTOMER will be billed an additional charge for any such purchases so as to yield NAPA a ten percent (10%) gross profit on such purchases. CUSTOMER must provide pre-approval in writing of such outside service purchases. CUSTOMER is solely responsible for improper or inappropriate instructions by CUSTOMER's employees to NAPA regarding NAPA's purchases of nontraditional parts or services, unless CUSTOMER provided prior written notice to NAPA of

parts or services that may not be procured by NAPA in relation to this Agreement.

In addition to sales of NAPA Products and Non-NAPA Products which NAPA may make to CUSTOMER's Fleet Department, NAPA may also sell NAPA Products and Non-NAPA Products to other departments of the CUSTOMER, and CUSTOMER hereby consents to all of such sales. NAPA sell NAPA Products and Non-NAPA Products to such other CUSTOMER departments, and shall bill CUSTOMER for any purchases made by such departments based on the following pricing profiles:

---

NAPA Product Price	Billed to CUSTOMER at a 20% gross profit rate (The formula for NAPA Product Price for CUSTOMER departments other than CUSTOMER's fleet department is Current NAPA Jobber Acquisition Cost divided by .80) This formula will achieve the gross profit rate set forth above. Example: Current NAPA Jobber Acquisition Cost is \$1.00. CUSTOMER's price would be $\$1.00/.80=\$1.25$
Non-NAPA Product Price	Billed to CUSTOMER at a 20% gross profit rate (The formula for Non-NAPA Product Price for CUSTOMER departments other than CUSTOMER's fleet department is the current product acquisition cost divided by .80) This formula will achieve the gross profit rate set forth above. Example: current product acquisition cost is \$1.00. The price would be $\$1.00/.80=\$1.25$

---

Both NAPA Product and Non-NAPA Product sold to CUSTOMER departments other than CUSTOMER's fleet department shall be set by NAPA to yield a gross profit of twenty percent (20%), and NAPA agrees that it shall apply a monthly credit to CUSTOMER's Operational Expense bill in an amount equal to fifty percent (50%) of the gross profit NAPA receives from sales of NAPA Products and Non-NAPA Products to CUSTOMER departments other than CUSTOMER's fleet department."

3. **Conflict.** Except as hereby amended, the Agreement shall remain unchanged in full force and effect. If there is any conflict between the terms and provisions of the Agreement and the terms and provisions of this Amendment, this Amendment shall control.

4. **Governing Law.** This Amendment shall be construed and interpreted

under the laws of the State of Oklahoma.

5. **Counterparts.** This Amendment may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

**[Signatures Appear on Next Page]**



**AMENDMENT TO INTEGRATED SUPPLY AGREEMENT BETWEEN  
GENUINE PARTS COMPANY  
AND  
CITY OF BOKEN ARROW**

THIS AMENDMENT TO INTEGRATED SUPPLY AGREEMENT (this "Amendment") is entered into this 1<sup>st</sup> day of August, 2023 (the "Amendment Effective Date") by and between GENUINE PARTS COMPANY, a Georgia corporation ("NAPA") and THE CITY OF BROKEN ARROW ("CUSTOMER").

WHEREAS, NAPA and CUSTOMER are parties to that certain Integrated Supply Agreement dated as of August 1, 2023 (the "Agreement") for the supply and sale of automotive parts and related supplies at certain locations as required by CUSTOMER; and

WHEREAS, NAPA and CUSTOMER desire to amend the Agreement according to the terms set forth below.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, NAPA and CUSTOMER hereby agree to amend the Agreement as follows:

**1. Amend the following:**

**22. LIMITATION OF LIABILITY.** WHILE NOT APPLICABLE TO BREACHES OF CONFIDENTIALITY PROVISIONS, THE PARTIES HEREBY DISCLAIM ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES IN ANY WAY RELATED TO THIS AGREEMENT, THEIR OTHER BUSINESS RELATIONSHIPS, OR THE TRANSACTIONS CONTEMPLATED HEREIN.

To the following:

**22. LIMITATION OF LIABILITY.** WHILE NOT APPLICABLE TO BREACHES OF CONFIDENTIALITY PROVISIONS, FRAUD, WILLFUL INJURY TO THE PERSON OR PROPERTY OF ANOTHER, WILLFUL OR NEGLIGENT VIOLATIONS OF LAW, THE PARTIES HEREBY DISCLAIM ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES IN ANY WAY RELATED TO THIS AGREEMENT, THEIR OTHER BUSINESS RELATIONSHIPS, OR THE TRANSACTIONS CONTEMPLATED HEREIN.

**2. Conflict.** Except as hereby amended, the Agreement shall remain

unchanged in full force and effect. If there is any conflict between the terms and provisions of the Agreement and the terms and provisions of this Amendment, this Amendment shall control.

3. **Governing Law.** This Amendment shall be construed and interpreted under the laws of the State of Oklahoma.

4. **Counterparts.** This Amendment may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

**IN WITNESS WHEREOF**, the parties hereto cause their hands and seals to be affixed by their duly-authorized representatives effective as of the date and year first above written.

GENUINE PARTS COMPANY

By:   
Name: Art Fischer  
Title: Division VP

THE CITY OF BROKEN ARROW

By: Mayor Debra Wimpee  
Name: Mayor Debra Wimpee  
Title: Mayor  
10/6/2023

  
Danny Littlefield  
Deputy City Attorney  
City of Broken Arrow  
8/23/2023



  
Curtis Green  
secretary  
Broken Arrow Municipal Author  
10/6/2023



**Pass3CONTRACT RENEWAL NO. 1**

This amendment by and between the Supplier or Contractor and The City of Broken Arrow defined below shall be effective as of the date this Amendment is fully executed. To the extent the award requires The City of Broken Arrow to issue a Notice of Award Amendment for purposes of exercising the renewal option, this written document shall serve as such Notice of Award Amendment.

City of Broken Arrow	
<b>Supplier or Contractor Full Legal Name:</b>	Genuine Parts Company DBA: Napa Auto Parts
<b>Original RFP Number:</b>	N/A
<b>RFP Title Name:</b>	Integrated Supply Agreement
<b>Original Award Date:</b>	07-31-2023
<b>Current Contract Term:</b>	07/01/2023 Through 06/30/2024
<b>Amendment No.:</b>	

WHEREAS, the Contract is in effect through the Current Contract Term as defined above;

WHEREAS the Supplier or Contractor warrants that it has complied with all requirements of the Contract during the Current Contract Term, including but not limited to background check requirements, if any; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

- CONTRACT RENEWAL/EXTENSION.** The parties hereby agree that the award will be renewed/extended for an additional period of time as follows:

RENEW CONTRACT TERM	
<b>Beginning Date of New Contract Term:</b>	07/01/2024
<b>End Date of New Contract Term:</b>	06/30/2025



The parties agree the award will expire at midnight on the date defined as the “End Date of the New Contract Term” unless the parties agree to renew/extend the award for an additional period of time.

2. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
3. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding, and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives.

**CONTRACTOR**

<b>Contractor’s Full Legal Name: (PLEASE TYPE OR PRINT)</b>	Genuine Parts Company DBA NAPA Auto Parts
<b>Authorized Signature:</b>	<u>Art Fischer</u> <small>Art Fischer (Aug 16, 2024 08:23 EDT)</small>
<b>Printed Name and Title of Person Signing:</b>	Art Fischer, Division Vice President
<b>Date:</b>	24/08/16
<b>Company Address:</b>	5420 Peachtree Industrial Blvd. Norcross, GA 30071

**City of Broken Arrow**

<b>Authorized Signature:</b>	
<b>Printed Name and Title of Person Signing:</b>	Purchasing Manager, Blake Dampf
<b>Date:</b>	08/05/2024

# City of Broken Arrow . NAPA IBS Renewal 2024

Final Audit Report

2024-08-16

Created:	2024-08-16
By:	Hunter Beal (hunter_beal@genpt.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA4SVZA7PVEBnT0HrOYoBoKtBn2KLjeYzX

## "City of Broken Arrow . NAPA IBS Renewal 2024" History

-  Document created by Hunter Beal (hunter\_beal@genpt.com)  
2024-08-16 - 10:46:32 AM GMT
-  Document emailed to Art Fischer (art\_fischer@genpt.com) for signature  
2024-08-16 - 10:46:35 AM GMT
-  Email viewed by Art Fischer (art\_fischer@genpt.com)  
2024-08-16 - 12:22:55 PM GMT
-  Document e-signed by Art Fischer (art\_fischer@genpt.com)  
Signature Date: 2024-08-16 - 12:23:56 PM GMT - Time Source: server
-  Agreement completed.  
2024-08-16 - 12:23:56 PM GMT



**CONTRACT RENEWAL NO. 2 of 4**

This amendment by and between the Supplier or Contractor and Broken Arrow City Council defined below shall be effective as of the date this Amendment is fully executed. To the extent the award requires The Broken Arrow City Council to issue a Notice of Award Amendment for purposes of exercising the renewal option, this written document shall serve as such Notice of Award Amendment.

<b>Broken Arrow City Council</b>	
<b>Supplier or Contractor Full Legal Name:</b>	Genuine Parts Company DBA: Napa Auto Parts
<b>Original RFP Number:</b>	Sourcewell Cooperative Purchasing contract (formerly NJPA) number 090624-GPC
<b>RFP Title Name:</b>	Integrated Supply Agreement
<b>Original Award Date:</b>	07-31-23
<b>Current Contract Term:</b>	07/01/2024 Through 06/30/2025
<b>Amendment No.:</b>	Renewal Number #2

WHEREAS, the Contract is in effect through the Current Contract Term as defined above;

WHEREAS, the Supplier or Contractor Warrants that it has complied with all requirements of the Contract during the Current Contract Term, including but not limited to background check requirements, if any; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

- CONTRACT RENEWAL/EXTENSION.** The parties hereby agree that the award will be renewed/extended for an additional period of time as follows:

<b>RENEW CONTRACT TERM</b>	
<b>Beginning Date of New Contract Term:</b>	07/01/2025
<b>End Date of New Contract Term:</b>	06/30/2026



The parties agree the award will expire at midnight on the date defined as the “End Date of the New Contract Term” unless the parties agree to renew/extend the award for an additional period of time.

2. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
3. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding, and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives.

**CONTRACTOR**

<b>Contractor’s Full Legal Name: (PLEASE TYPE OR PRINT)</b>	Genuine Parts Company dba NAPA Auto Parts
<b>Authorized Signature:</b>	<i>Art Fischer</i> <small>Art Fischer (May 30, 2025 15:54 EDT)</small>
<b>Printed Name and Title of Person Signing:</b>	Art Fischer, Vice President
<b>Date:</b>	30-May-2025
<b>Company Address:</b>	2999 Wildwood Parkway Atlanta, GA 30339

**Broken Arrow City Council**

<b>Authorized Signature:</b>	
<b>Printed Name and Title of Person Signing:</b>	
<b>Date:</b>	

# Contract Renewal Template

Final Audit Report

2025-05-30

Created:	2025-05-30
By:	Hunter Beal (hunter_beal@genpt.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAoNDgsa8dDtq7drCK9UZFdN5TWccQmNSI

## "Contract Renewal Template" History

-  Document created by Hunter Beal (hunter\_beal@genpt.com)  
2025-05-30 - 7:36:14 PM GMT
-  Document emailed to Art Fischer (art\_fischer@genpt.com) for signature  
2025-05-30 - 7:36:17 PM GMT
-  Email viewed by Art Fischer (art\_fischer@genpt.com)  
2025-05-30 - 7:37:34 PM GMT
-  Document e-signed by Art Fischer (art\_fischer@genpt.com)  
Signature Date: 2025-05-30 - 7:54:15 PM GMT - Time Source: server
-  Agreement completed.  
2025-05-30 - 7:54:15 PM GMT



# City of Broken Arrow

## Request for Action

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**File #:** 25-1260, **Version:** 1

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**Broken Arrow City Council**  
**Meeting of: 09-02-2025**

**Title:**

Approval of and authorization to execute Change Order No. 1 with Gober Construction LLC for the East Natchez St and 8th St Culvert Replacement (SW21020)

**Background:**

The East Natchez St and 8<sup>th</sup> St Culvert Replacement project is to repair 3 -48” culverts under E Natchez St. This culvert passes the water from the golf course into a concrete channel. The current channel has eroded and undermined the road. This project will remedy the issues created by the undermining

Change Order #1 addresses the following additions/deletions/changes to the contract:

- Lower 6” PVC Water line and encase it in 14” steel.
- Install additional 43x26” pipe due to being removed to lower water line.
- Remove and Replace Pavement Due to being unstable. Remove and Replace Concrete curb

Total time added to contract is:

- 5 Days

**The total cost for Change Order #1 amounts to \$32,143.50**

The additional cost associated with these changes is as follows:

Previous Change Orders:	\$0
This Change Order(s):	\$32,143.50
Total Cost of Change Orders:	\$32,143.50
Original Contract Amount:	\$324,821.90
Revised Contract Amount:	\$356,965.40
Percent Change in Contract:	9.90%
Applicable to Comp. Bid Act:	5.23%

**Cost:** \$32,143.50

**Funding Source:** Prop 6

---

**File #:** 25-1260, **Version:** 1

---

**Requested By:** Charlie Bright, PE, Director of Engineering and Construction

**Approved By:** City Manager's Office

**Attachments:** East Natchez St and 8th St Culvert Replacement CO 1

**Recommendation:**

Approval of and authorization to execute Change Order #1 with Gober Construction LLC for the East Natchez St and 8th St Culver Replacement (SW21020)

**Public Contract**  
**Application for**  
**Contractual Changes**  
**Contract Change Order # 1**

Project Name: East Natchez St. and 8th St Culvert Replacement Project Number: SW21020  
 PO Number: 22503082 Date of Application: Thursday, August 7, 2025  
 Contractor: Gober Construction LLC Submitted By: Michael Pingatore

**Summary of Change in Scope of Work**

The following scope of work consisting of work location, work description, established quantities, and timeline for completion has been reviewed and agreed upon by the contractor, the origin funding department, and the Engineering and Construction Department.

**Change of Work Items Included in this Change Order:**

- 1) Lower 6" PVC water line
- 2) 14" steel casing under creek
- 3) Install additional 43x26" pipe due to being removed to lower water line
- 4) R&R pavement due to being unstable
- 5) Removal of concrete curb where pavement was removed

**Change in Contractual Project Time:**

- 1) 5 days
- 2)

Plan Sheets or Additional Documents Attached:  Yes  No  Other: \_\_\_\_\_

**Work Order Quantities**

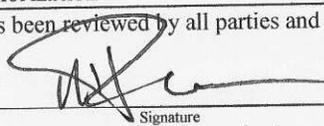
Item#	(Spec)	Item Description	Units	Price	Quantity	Total Amount
1		Lower 6" water line	LF	\$ 191.00	60	\$ 11,460.00
2		Install steel casing under creek	LF	\$ 145.75	38	\$ 5,538.50
3		Remove & Replace 43x26" storm pipe	LF	\$ 350.00	20	\$ 7,000.00
4		Remove & Replace pavement	CY	\$ 340.00	18.5	\$ 6,290.00
5		Removal of concrete curb	LF	\$ 35.00	53	\$ 1,855.00
Total Change Cost:						\$ 32,143.50

**Summary of Project Costs**

Total Previous Change Orders:	\$ -	Original Contract Amount:	\$ 324,821.90
Current Change Order:	\$ 32,143.50	Amended Contract Amount:	\$ 356,965.40
Total Cost of Change Orders:	\$ 32,143.50	Percent Change in Contract:	9.90%
Total Cost Applicable to CBA:	\$ 16,998.50	Percent Change Applicable to CBA:	5.23%

**Change Order Authorization**

Change Order # 1 in the sum of: \$ 32,143.50 has been reviewed by all parties and is recommended for approval by:

Contractor Submitting Change Order:	<u>Michael Pingatore</u> Name	 Signature	<u>8/8/2025</u> Date
Construction Division Manager:	<u>Nathanael T. Kohl, PE</u> Name	<u>Nathanael Kohl</u> Signature	<u>8/15/2025</u> Date
Director of Engineering & Construction:	<u>Charlie Bright, PE</u> Name	<u>Charlie Bright</u> Signature	<u>8/19/2025</u> Date
Assistant City Manager - Operations:	<u>Kenneth D Schwab, PE</u> Name	<u>Kenneth Schwab</u> Signature	<u>8/19/2025</u> Date
City Manager:	<u>Michael Spurgeon</u> Name	 Signature	 Date

**This Change is Executed Through:**

- This change to the contract documents is authorized by the City Manager's authority in accordance with the applicable state statutes and COBA Code of Ordinances.  
or  
 This change to the contract documents was approved at the City Council/BAMA meeting held on : \_\_\_\_\_



# City of Broken Arrow

## Request for Action

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**File #:** 25-1026, **Version:** 1

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**Broken Arrow City Council  
Meeting of: 9-02-2025**

**Title:**

**Approval of and acceptance of an assigned lease agreement between Ladonna Ross and the City of Broken Arrow for office space lease for the Broken Arrow Tourism and Economic Development office located at 123 North Main Street**

**Background:**

The City of Broken Arrow Tourism and Economic Development office building has a current lease agreement LaDonna Ross and would like to renew the lease through November 30, 2030.

The monthly lease cost will be still split evenly between Visit Broken Arrow and Economic Development budgets. The Tourism and Economic Development office shall exercise such renewal option, if at all; by giving written notice to Landlord not less than ninety (90) days prior to the expiration of the Initial Term.

**Cost:** \$3,500.00 per month

**Funding Source:** Fund 227 - Convention and Visitors Bureau (50%)

Fund 110 - Economic Development (50%)

**Requested By:** Norm Stephens, Assistant City Manager

**Approved By:** City Manager's Office

**Attachments:** Tourism and Economic Development Office Space Lease Agreement

**Recommendation:**

Approve and accept an assigned Lease Agreement from Ladonna Ross for office space lease for the City of Broken Arrow Tourism and Economic Development office located at 123 North Main Street..

## COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement ("Lease") is made and effective **August 18<sup>th</sup>, 2025** By and between **Ladonna Ross / Bluejay Properties** ("Landlord") and, **The City of Broken Arrow** ("Tenant"). Landlord is the owner of land and improvements commonly known and numbered as **123 North Main, Broken Arrow, Oklahoma. 74012**, and legally described as follows (the "Building").

Landlord makes available for lease the building designated as approximately the **2900** square feet. The building at the effective date of this lease (the "Leased Premises").

Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

### **1. Term.**

A. Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for an "Initial Term" beginning **December 1st, 2025** and ending **November, 2030**

Landlord shall use its best efforts to give Tenant possession as nearly as possible at the beginning of the Lease term. If Landlord is unable to timely provide the Leased Premises, rent shall abate for the period of delay. Tenant shall make no other claim against Landlord for any such delay.

### **2. Rental.**

A. Tenant shall pay to Landlord during the Initial Term rental of **\$42,000.00** per year, payable in installments of **\$3,500.00** per month. Each payment shall be due in advance on the first day of each calendar month during the lease term to Landlord at **124 South Elm Place, Broken Arrow, OK 74012** or at such other place designated by written notice from Landlord or Tenant. The rental payment amount for any partial calendar months included in the lease term shall be prorated on a daily basis. If Rent is not paid within 10 days after it is due, Landlord may collect a late charge in an amount equal to 5% of the delinquent sum.

B. Tenant may renew the lease for an extended term as the parties shall determine by agreement. Tenant shall exercise such renewal option, if at all; by giving written notice to Landlord not less than ninety (90) days prior to the expiration of the Initial term. The renewal term shall be at a negotiable rental rate per month for the duration of the extended term and otherwise upon the same covenants, conditions and provisions as provided in this lease.

C. If tenant shall hold possession of the premises after the initial term with landlord's consent and without an extended lease as provided by 1.B, Tenant shall become a tenant from month-to-month at a rental rate of **\$4,250.00** per month and upon the same terms and conditions as provided in this lease.

### 3. Use

Tenant shall utilize the leased premises as **Broken Arrow Convention & Visitors Bureau, Broken Arrow Economic Development , and Tulsa County Court Clerk Office** under the name of **The City of Broken Arrow, OK**. Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device. Tenant will continuously occupy and utilize the entire Premises in the active conduct of its business in a reputable manner.

### 4. Sublease and Assignment.

Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without Landlord's written consent, such consent not to be unreasonably withheld or delayed.

### 5. Repairs.

A. **TENANT'S RESPONSIBILITY:** During the term, Tenant shall make, at Tenant's expense, all necessary repairs to the Leased Premises. Repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of the Leased Premises damaged or worn through normal occupancy, except for major mechanical systems or the roof, subject to the obligations of the parties otherwise set forth in this Lease.

B. **LANDLORD'S RESPONSIBILITY:** During the Lease Term, Landlord shall maintain, service and keep in good repair all major systems such as Heating, Ventilation, Air Conditioning, plumbing, electrical and lighting (other than repairing and servicing lighting fixtures installed by and for the use of Tenant). This responsibility shall govern whether such systems are common to the building as a whole or pertain specifically to the Leasehold Premises. Landlord shall be responsible for repair and maintenance of the building Roof.

C. EMERGENCY REPAIRS: Notwithstanding any provision to the contrary of this paragraph 5, if any maintenance, repair or replacement which either party is required to perform hereunder is of an emergency nature which, if not attended to immediately, might result in injury or damage to persons or property, then either Party, without prior notice to the other Party, may (but is not required to) make such repairs or perform such maintenance necessary to meet the emergency. The Party not making the repairs agrees, upon receipt of an itemized statement from the Party making the repairs to pay the reasonable costs and expenses in connection therewith. If Tenant makes the repairs, Tenant may withhold such reasonable costs and expenses from the succeeding rental payments until reimbursement is complete.

D. All maintenance, repairs and replacements to the Premises made by either Party shall be performed in a good and workmanlike manner with materials and equipment of a quality at least equal to the originally installed or existing materials and equipment.

E. Glass breakage attributable to the Tenant, its customers or guests or determined to be interior damage shall be repaired by the Tenant.

#### **6. Alterations and Improvements.**

Tenant, at Tenant's expense, shall have the right following Landlord's consent to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Leased Premises from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Tenant at Tenant's expense.

#### **7. Property Taxes.**

Landlord shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the Lease term on the Leased Premises, and all personal property taxes with respect to Landlord's personal property, if any, on the Leased Premises. Tenant shall be responsible for paying all personal property taxes with respect to Tenant's personal property at the Leased Premises.

Premises. Tenant shall be responsible for paying all personal property taxes with respect to Tenant's personal property at the Leased Premises.

## 8. Insurance.

A. If the Leased Premises or any other part of the building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.

B Landlord shall maintain fire and extended coverage insurance on the building and the Leased Premises in such amounts, as Landlord shall deem appropriate. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

C. Landlord shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the building. Landlord shall not be required to maintain insurance against thefts within the Leased Premises or the Building.

## 9. Utilities.

Tenant shall pay all charges for water, sewer, gas, electricity, telephone and other services and utilities used by Tenant on the Leased Premises during the term of this Lease. Tenant acknowledges that the Leased Premises are designed to provide standard office use electrical facilities and standard office lighting. Tenant shall not use any equipment or devices that utilize excessive electrical energy or which may, in Landlord's reasonable opinion, overload the wiring or interfere with electrical services to other tenants.

## 10. Signs.

Following Landlord's consent, and the city of Broken Arrow, Tenant shall have the right to place on the Leased Premises, at locations selected by Tenant, any signs which are permitted by applicable zoning ordinances and private restrictions. Landlord may refuse consent to any proposed signage that is in Landlord's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Leased Premises or use of any other tenant. Landlord shall assist and cooperate with Tenant in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing signs. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant.

of any other tenant. Landlord shall assist and cooperate with Tenant in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing signs. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant.

**11. Entry.**

Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

**12. Parking.**

During the term of this Lease, Tenant shall have the use of parking areas, their guests and invitees, of the non-reserved common automobile parking areas, driveways, footways and parking spaces back of building.

**13. Building Rules.**

Tenant will comply with the rules of the building adopted and altered by Landlord from time to time and will cause all of its agents, employees, invitees and visitors to do so; all changes to such rules will be sent by Landlord to Tenant in writing.

**14. Damage and Destruction.**

Subject to Section 8 A. above, if the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Landlord. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Leased Premises, or any

appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

**15. Default.**

If default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

**16. Quiet Possession.**

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

**17. Condemnation.**

If any legally, constituted authority condemns the building or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

**18. Notice.**

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord:

**LaDonna Ross  
124 South Elm Place  
Broken Arrow, OK 74012**

If to Tenant:

**The City of Broken Arrow  
220 South 1<sup>st</sup>. Street  
Broken Arrow, Oklahoma. 74012**

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

**19. Realtor Commissions:**

It is understood and agreed that Larry R. Pennington Realtor has negotiated this Lease Contract and are entitled to a Five Percent (5%) commission based on the total rental during each period of the Lease Contract said commission to be paid in full at the beginning of each term unless agreed otherwise in writing between Larry R. Pennington Realtor and Lessor. Lessor is responsible for the payment of the commission and Lessor and Larry R. Pennington Realtor agree that the Lessee is not responsible for payment of commission.

**20. Waiver.**

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

**21. Memorandum of Lease.**

The parties hereto contemplate that this Lease should not and shall not be filed for record, but in lieu thereof, at the request of either party, Landlord and Tenant shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Lease.

**22. Headings.**

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

**23. Successors.**

The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

**24. Consent.**

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Lease.

**25. Performance.**

If there is a default with respect to any of Landlord's covenants, warranties or representations under this Lease, and if the default continues more than fifteen (15) days after notice in writing from Tenant to Landlord specifying the default, Tenant may, at its option and without affecting any other remedy hereunder, cure such default and deduct the cost thereof from the next accruing installment or installments of rent payable hereunder until Tenant shall have been fully reimbursed for such expenditures. If this Lease terminates prior to Tenant's receiving full reimbursement, Landlord shall pay the un-reimbursed balance to Tenant on demand.

**26. Compliance with Law.**

Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

**27. Final Agreement.**

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

**28. Governing Law.**

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Oklahoma.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

**29. Special Conditions.**

1. Tenant has first right of refusal should seller offer property for sale
2. Tenant at Tenant expense to install security cameras, alarm systems upgraded door hardware.
3. Tenant shall bear the cost of any improvements to the property.
4. Tenant to notify owner when and what is being done to property.
5. In Lieu of a the One Million Dollar Liability Policy The City of Broken Arrow, is self in-sured.

  
[Landlord Signature] \_\_\_\_\_ Date: 8-27-2025

\_\_\_\_\_  
[Tenant Signature] \_\_\_\_\_ Date:

\_\_\_\_\_  
[Tenant Signature] \_\_\_\_\_ Date:



# City of Broken Arrow

## Request for Action

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**File #:** 25-1210, **Version:** 1

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**Broken Arrow City Council  
Meeting of: 9-02-2025**

**Title:**

Approval of and authorization to execute an Amendment to the Professional Consultant Agreement with Selser Shaefer Architects for additional mechanical engineering as part of the Jail Expansion and Renovation Project (Project No. 203019)

**Background:**

The Broken Arrow Justice Center is located at 2304 South 1<sup>st</sup> Place, Broken Arrow, OK 74012. It was constructed in 2003 as part of the 2000 GO Bond. In 2018 the voters of Broken Arrow approved additional funds for renovation and expansion of the existing jail facilities inside the Justice Center. Renovations to the facility could include improvements to the kitchen, the electronic security and HVAC units as well as expansion of the housing units.

In November of 2022 City Council approved an AE Agreement with Selser Shaefer Architects to prepare the Schematic Drawings and a cost estimate for the renovation and expansion for \$60,000.

In July 2024 City Council approved an AE Agreement Amendment 1 with Selser Shaefer Architects to prepare Construction Documents for the project.

City staff negotiated an amendment with the Selser Shaefer Architects for design services of \$9,000.00. This amendment will expand the project to include Mechanical engineering to replace the HVAC system serving the court offices as part of the expansion and renovation of the Broken Arrow Jail.

**Cost:** \$9,000.00

**Funding Source:** 2018 GO Bond

**Requested By:** Charlie Bright, P.E., Director of Engineering & Construction

**Approved By:** City Manager's Office

**Attachments:** Professional Consulting Agreement Amendment 2

**Recommendation:**

Approve and authorize to execute an Amendment to the Professional Consultant Agreement with Selser Shaefer Architects for additional mechanical engineering as part of the Jail Expansion and Renovation Project (Project No. 203019)

**AMENDMENT NO. 2  
TO  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
BETWEEN  
CITY OF BROKEN ARROW  
AND  
SELSER SCHAEFER ARCHITECTS  
JAIL EXPANSION - RENOVATION  
PROJECT NO. 203019**

THIS **AMENDMENT NO. 2**, made and entered into this 12<sup>TH</sup> day of August 2025, by and between the CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation of the State of Oklahoma, hereinafter referred to as "CITY", and Selser Schaefer Architects, hereinafter referred to as "CONSULTANT";

**WITNESSETH:**

**WHEREAS**, CITY and CONSULTANT entered into an Agreement dated November 2, 2021 "ORIGINAL AGREEMENT" for services as set forth in said Agreement; and

**WHEREAS**, said ORIGINAL AGREEMENT requires CONSULTANT to prepare schematic design documents for the expansion and renovation of the existing city jail.

**WHEREAS**, CITY and CONSULTANT propose to amend said ORIGINAL AGREEMENT to expand the project scope and compensation to include preparation of construction documents for public bidding purposes. As well as provide construction administration throughout duration of construction.

**WHEREAS**, the ORIGINAL AGREEMENT and Amendments No. 2 shall hereinafter collectively be referred to as the "Agreement"; and

**WHEREAS**, funding is now available for said additional services; and

**WHEREAS**, CONSULTANT is prepared to provide said additional services identified in this Amendment.

**NOW THEREFORE**, in consideration of the promises contained herein, the parties hereto agree to amend the Agreement as follows:

**1. PROJECT SCOPE.**

This Amendment requires CONSUTLANT to provide design work, construction documents, assist in bidding services, and construction administration.

**2. CHANGE IN CONTRACT AMOUNT.**

As compensation for the additional work, CITY shall pay CONSULTANT in accordance with the terms as a change in the contract amount;

Original Contract Amount executed November 2, 2021	\$	60,000.00
Amendment No. 1	\$	359,250.00
Amendment No. 2	\$	9,000.00

Revised Total Contract Amount \$ 428,250.00

**3. AMENDED PROJECT SCHEDULE**

The schedule for Amendment No. 2 unchanged.

**4. EFFECTIVE DATE AND AUTHORIZATION TO PROCEED.**

This Amendment No. 2 is effective upon signature of both parties.

Except as amended hereby, all terms of the Agreement shall remain in full force and effect without modification or change.

**IN WITNESS WHEREOF**, the parties have executed this AMENDMENT, in multiple copies on the respective dates herein below reflected.

**OWNER:**

City of Broken Arrow, a Municipal Corporation

By: \_\_\_\_\_  
Michael L. Spurgeon, City Manager

Date: \_\_\_\_\_

**CONSULTANT:**

Selser Schaefer Architects

By: Hank Spieker  
Hank Spieker  
Partner

Date: 12 August 2025

(CORPORATE SEAL, IF APPLICABLE)

**Attest:**

\_\_\_\_\_  
City Clerk [Seal]

Date: \_\_\_\_\_

**Attest:**

Shane D. Aaron  
Shane D. Aaron, AIA  
President

Date: 12 AUGUST 2025

Approved as to form:

D. Graham Parker  
Assistant City Attorney

VERIFICATION

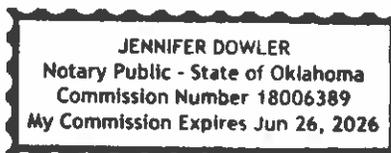
State of Oklahoma )  
 ) §  
County of Tulsa )

Before me, a Notary Public, on this 12 day of August, 2025, personally appeared Henny Spicker, known to be to be the (President, Vice-President, Corporate Officer, Member, or Other: \_\_\_\_\_) of Selser Schaefer Architects, and to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

June 26, 2026

J Dowler  
Notary Public



**ATTACHMENT A  
TO  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
BETWEEN  
CITY OF BROKEN ARROW (OWNER)  
AND  
SELSER SCHAEFER ARCHITECTS  
FOR  
JAIL EXPANSION - RENOVATION  
PROJECT 203019**

**SCOPE OF SERVICES**

**1.0 AMENDMENT SCOPE**

**1.1 CONSTRUCTION DOCUMENTS:**

- 1.1.1 Design and document replacement for existing VAV RTU-2 serving court areas of the building along with its associated existing VAV boxes
  - 1.1.1.1 Specify replacement rooftop unit
  - 1.1.1.2 Specify replacement VAV boxes with electric reheat. Approximate quantity of 14.
  - 1.1.1.3 Specify updated DDC control system for RTU-2 and associated VAV boxes.
  - 1.1.1.4 Provide required mechanical and electrical plans and schedules for equipment replacement.

**ATTACHMENT B  
TO  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
BETWEEN  
CITY OF BROKEN ARROW (OWNER)  
AND  
SELSER SCHAEFER ARCHITECTS  
FOR  
JAIL EXPANSION - RENOVATION  
PROJECT 203019**

**ORGANIZATION OF SUBMITTAL DOCUMENTS**

- 1.0 FINAL DOCUMENTS
  - 1.1 Submit 95% Construction Documents.
  - 1.2 Signed and sealed Construction Documents for bidding and permitting.

**ATTACHMENT C  
TO  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
BETWEEN  
CITY OF BROKEN ARROW (OWNER)  
AND  
SELSER SCHAEFER ARCHITECTS  
FOR  
JAIL EXPANSION - RENOVATION  
PROJECT 203019**

**COMPENSATION AND ADDITIONAL SERVICES**

**1.0 BASIC COMPENSATION**

The basic compensation for the Professional Consultant to perform all duties and responsibilities associated with the Scope of Services as described in Attachment A shall be in accordance with the following payment breakdown:

- 1.1 Supplemental Service – Court HVAC: The OWNER shall pay the CONSULTANT a lump sum amount of \$ 9,000.00 for the completion of the Supplemental Service phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

**ATTACHMENT D  
TO  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
BETWEEN  
CITY OF BROKEN ARROW (OWNER)  
AND  
SELSER SCHAEFER ARCHITECTS  
FOR  
JAIL EXPANSION - RENOVATION  
PROJECT 203019**

**PROJECT SCHEDULE**

The project schedule is not changed.



# City of Broken Arrow

## Request for Action

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**File #:** 25-1241, **Version:** 1

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**Broken Arrow City Council**  
**Meeting of: 9-02-2025**

**Title:**

Approval of and authorization to execute an Eleventh Amendment to the Employment Agreement, by and between the City of Broken Arrow, Oklahoma and Michael L. Spurgeon

**Background:**

On July 21, 2015, the City Council appointed Michael L. Spurgeon to serve as the City Manager for the City of Broken Arrow. This relationship was formally memorialized by an Employment Agreement dated August 4, 2015. Mr. Spurgeon officially began his duties as City Manager on September 21, 2015. The Employment Agreement has been amended on ten (10) prior occasions.

The 2015 Agreement, as amended, provides for an extension of the employment agreement for one year until September 20, 2028, extends the defined contribution and special incentive plan retention incentive for an additional year, allows a cost-of-living adjustment of 4% beginning July 1, 2024, and allows for a performance bonus of \$12,000 payable in October 2025. Mr. Spurgeon has indicated that the terms reflected within the Eleventh Amendment are satisfactory.

**Cost:** Salary, plus benefits, a one-time \$12,000 stipend. Costs beyond this Fiscal Year are dependent upon annual appropriation as set forth in the Agreement, as Amended

**Funding Source:** General Fund

**Requested By:** City Manager's Office

**Approved By:** City Manager's Office

**Attachments:** Eleventh Amended Employment Agreement

**Recommendation:**

Approve the Eleventh Amendment to Employment Agreement and authorize its execution

## **ELEVENTH AMENDMENT TO EMPLOYMENT AGREEMENT**

**THIS ELEVENTH AMENDMENT TO EMPLOYMENT AGREEMENT** (“ELEVENTH”) made effective this 2<sup>nd</sup> day of September, 2025 by and between Michael L. Spurgeon, City Manager for the City of Broken Arrow (hereinafter “Spurgeon”) and the City of Broken Arrow, Oklahoma, an Oklahoma Municipal corporation (hereinafter “City”). Terms used and not otherwise defined in this Eleventh Amendment shall be as defined in the August 4, 2015, Employment Agreement, as amended.

### **WITNESSETH:**

**WHEREAS**, on August 4, 2015, Spurgeon and the City of Broken Arrow entered into an Employment Agreement (hereinafter referred to as the “2015 Employment Agreement”) whereby the City offered certain benefits and set forth the terms and conditions of Spurgeon’s employment as City Manager for the City of Broken Arrow; and

**WHEREAS**, on June 7, 2016, the 2015 Employment Agreement was amended to modify various provisions contained therein; and

**WHEREAS**, on October 4, 2016, the 2015 Employment Agreement, as amended was amended a second time to modify various provisions contained therein; and

**WHEREAS**, on September 19, 2017, the 2015 Employment Agreement, as amended was amended a third time to modify various provisions contained therein; and

**WHEREAS**, on October 3, 2018, the 2015 Employment Agreement, as amended was amended a fourth time to modify various provisions contained therein; and

**WHEREAS**, on September 3, 2019, the 2015 Employment Agreement, as amended was amended a fifth time to modify various provisions contained therein;

**WHEREAS**, on September 1, 2020, the 2015 Employment Agreement, as amended was amended a sixth time to modify various provisions contained therein;

**WHEREAS**, on August 31, 2021, the 2015 Employment Agreement, as amended was amended a seventh time to modify various provisions contained therein;

**WHEREAS**, on September 1, 2022, the 2015 Employment agreement, as amended was amended an eighth time to modify various provisions contained therein;

**WHEREAS**, on September 19, 2023, the 2015 Employment Agreement, as amended was amended a ninth time to modify various provisions contained therein;

**WHEREAS**, on September 3, 2024, the 2015 Employment Agreement, as amended was amended a tenth time to modify various provisions contained therein;

**WHEREAS**, the City Council of the City of Broken Arrow and Spurgeon desire to continue the employment relationship, but modify some of the terms set forth in the 2015 Employment Agreement, as amended; and

**WHEREAS**, modifications to said 2015 Employment Agreement, as amended, are reasonable and proper.

**NOW, THEREFORE**, in consideration of the covenants and mutual obligations set out herein and in the 2015 Employment Agreement, as amended, and other good and valuable consideration, the sufficiency of which the parties hereto hereby acknowledge, do covenant and agree to the following Amendments:

**ARTICLE A  
AMENDMENTS TO THE 2015 EMPLOYMENT AGREEMENT, AS AMENDED**

A.1 **Amendment to Section B. Term**: Section B, Term is amended to read as follows:

1. The employment agreement shall be extended to September 20, 2028.

A.2 **Amendment to Section C. Salary**: Section C, Salary, is hereby amended to read as follows:

1. That Spurgeon shall receive a Cost-of-Living increase for Fiscal Year 2024 in the amount of four percent (4%) beginning July 1, 2025.
2. Spurgeon shall receive a one-time performance-based stipend in the amount of \$12,000.00 to be paid by October 1, 2025.

A.3 **Amendment to Section O: Defined Contribution and Special Incentive Plan**, is amended to read as follows:

1. The City agrees to establish a defined contribution special incentive plan for the benefit of Spurgeon. Effective, September 21, 2018, and on or before the same day of each year thereafter for a period of eight (8) years, until September 21, 2027, upon annual renewal of Spurgeon's Agreement through the budgetary process, the City shall cause to be accrued as a liability in favor of Spurgeon, the sum of \$18,000.00 as a defined contribution special incentive plan.

**ARTICLE B  
CONTINUING TERMS OF AGREEMENT**

B.1 Except as amended hereby, all terms of the 2015 Employment Agreement, as amended, shall remain in full force and effect without modification or change. The 2015 Employment Agreement, as amended by this Eighth Amendment, is in all respects ratified and confirmed, and the 2015 Employment Agreement, as amended shall be read, taken and construed as one and the same instrument.

**IN WITNESS WHEREOF**, each of the parties hereto has caused this Eleventh Amendment to the 2015 Employment Agreement, as amended, to be executed and to take effect as of the date above written.

Dated this 2nd day of September, 2025.

\_\_\_\_\_  
Michael L. Spurgeon

State of Oklahoma    )  
                                  ) SS:  
County of Tulsa        )

Subscribed and acknowledged by Michael L. Spurgeon before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2025, as his free and voluntary act and deed.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission No:  
My Commission Expires:

ATTEST:

THE CITY OF BROKEN ARROW,  
A municipal corporation

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Mayor

Reviewed as to form and legality:

\_\_\_\_\_  
City Attorney



# City of Broken Arrow

## Request for Action

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**File #:** 25-1215, **Version:** 1

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**Broken Arrow City Council  
Meeting of: 09-02-2025**

**Title:**

Notification of City Manager's and Assistant City Manager's execution of Professional Consultant Agreements and Amendments to an Agreement, as well as public Construction Contracts not subject to the Competitive Bid Act, with a Contract value of \$50,000 or less

**Background:**

The City Council has authorized the City Manager, or his designee, by ordinance to execute contracts for the purchase of supplies, materials, and other services in accordance with the limitations prescribed by the City of Broken Arrow Purchasing manual or other procedures established by the City Manager. The Purchasing Manual establishes a limitation up to including \$50,000.00 for the City Manager and, in turn, the City Manager has identified a limitation up to and including \$15,000.00 for the Assistant City Managers.

In an effort to keep the governing body and the public apprised of administration's contractual actions. Staff is submitting the following contracts, including professional consultant contracts and amendments, and public construction contracts not subject to the State of Oklahoma Public Competitive Bid Act, for notification purposes only. No further action is required by the Governing Body.

The City Manager or Assistant City Managers have approved the following Professional Consultant Agreements:

- Professional Consultant Services Agreement to perform improvements to Flap Gates at Indian Springs SW26080 - Poe and Associates, Inc.
- Professional Consultant Services Agreement for a survey in Indian Springs subdivision and Indian Springs Golf Course SW26100 - Tulsa Engineering and Planning Associates, Inc.
- Professional Consultant Services Agreement for a survey in the Waterford Park subdivision SW26110 - Tulsa Engineering and Planning Associates, Inc.
- Professional Consultant Services Agreement for a survey along Haikey Creek SW26090 - GEODECA
- Professional Consultant Services Agreement for a survey for the Radio Comm Tower 191793 - CEC Corporation

**Cost:**

1. \$36,657.00
2. \$6,500.00

3. \$3,000.00

4. \$12,500.00

5. \$6,700.00

**Funding Source:**

1. Engineering and Construction Operating Professional Services
2. 2018 General Obligation Bond
3. 2018 General Obligation Bond
4. Stormwater Operating Professional Services
5. 2014 General Obligation Bond

**Requested By:** Charlie Bright, PE, Director of Engineering and Construction

**Approved By:** City Manager's Office

**Attachments:**

1. 08272025-Indian Springs Flap Gate Agreement.Executed-SW26080
2. 08272025-Indian Springs SurveyAgreement.Executed-SW26100
3. 08272025-WaterfordParkSurveyAgreement.Executed-SW26110
4. 08272025-GeodecaAgreement.Executed-SW26090
5. Survey AE Agreement.Executed-191793

**Recommendation:**  
No Action Required

**CITY OF BROKEN ARROW  
PROFESSIONAL SERVICES AGREEMENT  
INDIAN SPRINGS FLAP GATES  
PROJECT NUMBER: SW26080**

**1. Professional Service Provider:**

- a. Name: Poe & Associates, Inc.
- b. Telephone No.: 918-665-8800
- c. Address: 4606 S Garnett Rd. #600, Tulsa, OK 74146

**2. Project Title and Location:** Indian Springs Flap Gates; Southwest storm water discharge, Indian Springs Sports Complex - West Side, Broken Arrow, OK.

**3. Contract for:** Providing professional survey and engineering design services associated with public works projects for the City of Broken Arrow. Professional services to include providing surveying, engineering design and related support services. The Professional Service Provider shall perform all duties, responsibilities and requirements set out in Attachment A hereto. The Professional Service Provider agrees that this professional service shall be treated as an important service to the City and also agrees to commit the time necessary to perform the professional services in a professional manner.

**4. Compensation:** Professional Service Provider shall be compensated at the hourly rate in accordance with attached hourly rate schedule and the total compensation under this contract is Not to Exceed thirty-Six Thousand Six Hundred Fifty-Seven No/100 (\$36,657.00) for the entire Scope of the Professional Services rendered. The parties agree that the Professional Service Provider's position is not a traditional City employee position; therefore, the foregoing constitutes all the benefits and other forms of compensation due the Professional Service Provider, acting in the role of an independent contractor, and therefore ineligible for all other benefits paid to regular full-time City employees. The Professional Service Provider shall be responsible for his own vehicle expenses and any other indirect costs incurred in fulfilling the stated contract requirements. The Professional Service Provider agrees to abide by and comply with all of the City's Administrative Policies.

**5. Invoicing and Payment:** The Professional Service Provider shall submit invoices requesting payment for services rendered to the City monthly in accordance with actual progress of the work on each work item. The invoices shall be in a format satisfactory to the City. Payment will be made within 30 days following the first eligible City Council meeting occurring after the date on the invoice.

**6. Time for Performance:** These duties, responsibilities and requirements shall begin upon the execution of this Contract and shall be completed within ninety (90) calendar days after the date the Notice to Proceed is issued. The City will issue a Notice to Proceed for each item of work identified under this agreement, following mutual agreement between the Professional Service Provider and the City on the hours required for the work item.

**7. Insurance:** The Professional Service Provider shall acquire all insurance policies required for professional liability insurance, general liability, auto insurance, workers' compensation and/or health insurance. The Professional Service Provider shall provide proof of general liability and professional liability insurance coverage to the City on or before the effective date of this Agreement.

During the performance of the services under this Professional Services Contract, the Professional Service Provider shall maintain the insurance coverage required below and the City shall be named as an Additional Insured on each required policy:

- (1) General Liability Insurance, with a combined single limit of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate;
- (2) Automobile Liability Insurance, with a combined single limit of not less than \$1,000,000 for each person, not less than \$1,000,000 for each accident and not less than \$1,000,000 for property damage; and
- (3) Professional Liability Insurance, with a limit of \$1,000,000 annual aggregate.

**8. Indemnification:** The Professional Services Provider agrees to defend, indemnify, and hold harmless the City, and its agents and employees, from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by the negligent or intentional acts, errors, or omissions of The Professional Services Provider, its agents or employees.

**9. Immigration Compliance:** The Professional Service Provider shall comply in all respects with all immigration-related laws, statutes, ordinances and regulations including without limitation, the Immigration and Nationality Act, as amended, the Immigration Reform and Control Act of 1986, as amended, and the Oklahoma Taxpayer and Citizen Protection Act of 2007 (Oklahoma HB 1804) and any successor laws, ordinances or regulations (collectively, the Immigration Laws”).

**10. Governing Documents:** The parties agree to perform this contract in strict accordance with the clauses, provisions, and the documents identified as follows, all of which are made part of this contract. In the event of conflict, these documents shall be interpreted in the following order:

- a. This Contract
- b. Attachment A to this Contract
- c. Duly Authorized Amendments arising out of this Contract

**11. Electronic Signatures:**

The Parties agree this transaction may be completed by electronic means and an electronic signature on this Contract will be given the same legal effect as a handwritten signature and cannot be denied enforceability solely because is it in electronic form. If the Professional Services Provider signs this Contract electronically and/or submits documents electronically, the

Professional Services Provider agrees to comply with the City's requirements for submission of electronically signed and/or submitted documents.

**12. Governing Law:** This agreement shall be governed by the laws of the State of Oklahoma and venue for any action concerning this Agreement shall be in the District Court of Tulsa County, Oklahoma.

**13. Entirety of Agreement:** The foregoing Professional Services Contract supersedes all previous negotiations and may not be modified except by a written order executed by the parties hereto.

**14. Effective Date:** This Contract is effective shall be effective upon signature of both parties.

REMAINDER OF PAGE INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized officers or representatives on the dates set forth below.

City of Broken Arrow, a municipal corporation:

Professional Service Provider:  
Poe & Associates, Inc.

By: Michael Spurgeon  
Michael Spurgeon, City Manager

By: Amy Andrews  
Amy Andrews  
Title: Chief Financial Officer

Date: 8/25/25

Date: 8/16/2025

Attest: Curtis Green  
City Clerk [Seal]



Attest: John Bowman  
John Bowman  
Title: Chief Operating Officer

Date: 8/27/2025

Date: 8/16/25

Approved as to form:

D. Graham Parker  
Assistant City Attorney

**VERIFICATIONS**

State of Oklahoma )  
  ) §  
County of ~~Tulsa~~ Oklahoma )

Before me, a Notary Public, on this 18<sup>th</sup> day of August 2025, personally appeared John Bowman, COO, known to me to be the (President, Vice-President, Corporate Officer, Member, Partner or Other: COO) (Please circle or specify) of Poe & Associates, Inc. to be the identical person who executed the within and foregoing instrument, and acknowledged to me that s/he executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

Amanda Houska  
Notary Public  
130002901 January 9, 2029



**CITY OF BROKEN ARROW**

**PROFESSIONAL SERVICES AGREEMENT  
INDIAN SPRINGS FLAP GATES  
PROJECT NUMBER: SW26080**

**ATTACHMENT A**

**SP - 1.0 SCOPE OF THE PROJECT:**

1.1. Providing Professional surveying and engineering design services associated with replacing the headwall and flap gates on the southwest storm water discharge, Indian Springs Sports Complex - West Side, Broken Arrow, OK. Services performed to include a full topographic survey of the discharge structure and adjacent inflow and outfall channels, engineering analysis and design of the outfall headwall, and providing construction documents for the outfall headwall. Work performed under the contract shall be performed on a not to exceed contract as requested by the City.

**SP- 2.0 SERVICES OF THE CITY: THE CITY WILL:**

2.1. Furnish to Professional Service Provider all data in its possession, and needed engineering guidance as necessary for the service provider to complete the contract requirements.

2.2. Designate in writing a person to act as its representative in respect to the work to be performed under this agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to materials, equipment, elements and systems pertinent to the services covered by this agreement.

**SP - 3.0 SCOPE OF SERVICES: THE PROFESSIONAL SERVICE PROVIDER SHALL:**

3.1 The Professional Service Provider shall provide a full topographic survey of the discharge structure and adjacent inflow and outfall channels, engineering analysis and design of the outfall headwall, and prepare construction documents for the outfall headwall.

3.2 Work will be a not to exceed contract all costs associated with the performance of the work, including any support and supervision cost required from the Professional Service Provider.

[END OF ATTACHMENT A]

**CITY OF BROKEN ARROW  
PROFESSIONAL SERVICES AGREEMENT  
INDIAN SPRINGS STORM SEWER IMPROVEMENTS  
PROJECT NUMBER: SW26100**

**1. PROFESSIONAL SERVICE PROVIDER:**

- a. Name: Tulsa Engineering and Planning Associates, Inc.
- b. Telephone No.: 918-252-9621
- c. Address: 9810 E. 42nd St., Suite 100, Tulsa, OK, 74146

**2. PROJECT TITLE AND LOCATION:** INDIAN SPRINGS GOLF COURSE AND ALONG FAIRWAY DR. IN THE INDIAN SPRINGS ESTATES 2<sup>ND</sup> ADDITION NEIGHBORHOOD LOCATED SOUTH OF JASPER AVE. AND BETWEEN ASPEN AVE. AND ELM AV.

**3. Contract for:** Providing professional survey services associated with public works projects for the City of Broken Arrow. Professional services to include providing surveying and related support services. The Professional Service Provider shall perform all duties, responsibilities and requirements set out in Attachment A hereto. The Professional Service Provider agrees that this professional service shall be treated as an important service to the City and also agrees to commit the time necessary to perform the professional services in a professional manner.

**4. Compensation:** Professional Service Provider shall be compensated at the hourly rate in accordance with attached hourly rate schedule and the total compensation under this contract is Not to Exceed Six Thousand Five Hundred and No/100 (\$6,500.00) for the entire Scope of the Professional Services rendered. The parties agree that the Professional Service Provider's position is not a traditional City employee position; therefore, the foregoing constitutes all the benefits and other forms of compensation due the Professional Service Provider, acting in the role of an independent contractor, and therefore ineligible for all other benefits paid to regular full-time City employees. The Professional Service Provider shall be responsible for his own vehicle expenses and any other indirect costs incurred in fulfilling the stated contract requirements. The Professional Service Provider agrees to abide by and comply with all of the City's Administrative Policies.

**5. Invoicing and Payment:** The Professional Service Provider shall submit invoices requesting payment for services rendered to the City monthly in accordance with actual progress of the work on each work item. The invoices shall be in a format satisfactory to the City. Payment will be made within 30 days following the first eligible City Council meeting occurring after the date on the invoice.

**6. Time for Performance:** These duties, responsibilities and requirements shall begin upon the execution of this Contract and shall be completed within thirty (30) calendar days after the date the Notice to Proceed is issued. The City will issue a Notice to Proceed for each item of work identified under this agreement, following mutual agreement between the Professional Service Provider and the City on the hours required for the work item.

**7. Insurance:** The Professional Service Provider shall acquire all insurance policies required for professional liability insurance, general liability, auto insurance, workers' compensation and/or health insurance. The Professional Service Provider shall provide proof of general liability and professional liability insurance coverage to the City on or before the effective date of this Agreement.

During the performance of the services under this Professional Services Contract, the Professional Service Provider shall maintain the insurance coverage required below and the City shall be named as an Additional Insured on each required policy:

- (1) General Liability Insurance, with a combined single limit of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate;
- (2) Automobile Liability Insurance, with a combined single limit of not less than \$1,000,000 for each person, not less than \$1,000,000 for each accident and not less than \$1,000,000 for property damage; and
- (3) Professional Liability Insurance, with a limit of \$1,000,000 annual aggregate.

**8. Indemnification:** The Professional Services Provider agrees to defend, indemnify, and hold harmless the City, and its agents and employees, from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by the negligent or intentional acts, errors, or omissions of The Professional Services Provider, its agents or employees.

**9. Immigration Compliance:** The Professional Service Provider shall comply in all respects with all immigration-related laws, statutes, ordinances and regulations including without limitation, the Immigration and Nationality Act, as amended, the Immigration Reform and Control Act of 1986, as amended, and the Oklahoma Taxpayer and Citizen Protection Act of 2007 (Oklahoma HB 1804) and any successor laws, ordinances or regulations (collectively, the Immigration Laws”).

**10. Governing Documents:** The parties agree to perform this contract in strict accordance with the clauses, provisions, and the documents identified as follows, all of which are made part of this contract. In the event of conflict, these documents shall be interpreted in the following order:

- a. This Contract
- b. Attachment A to this Contract
- c. Duly Authorized Amendments arising out of this Contract

**11. Electronic Signatures:**

The Parties agree this transaction may be completed by electronic means and an electronic signature on this Contract will be given the same legal effect as a handwritten signature and cannot be denied enforceability solely because is it in electronic form. If the Professional Services Provider signs this Contract electronically and/or submits documents electronically, the

Professional Services Provider agrees to comply with the City's requirements for submission of electronically signed and/or submitted documents.

**12. Governing Law:** This agreement shall be governed by the laws of the State of Oklahoma and venue for any action concerning this Agreement shall be in the District Court of Tulsa County, Oklahoma.

**13. Entirety of Agreement:** The foregoing Professional Services Contract supersedes all previous negotiations and may not be modified except by a written order executed by the parties hereto.

**14. Effective Date:** This Contract is effective shall be effective upon signature of both parties.

REMAINDER OF PAGE INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized officers or representatives on the dates set forth below.

City of Broken Arrow, a municipal corporation:

Professional Service Provider:  
Tulsa Engineering & Planning Associates, Inc.

By: Michael L. Spurgeon

By: Russell K. Fischer  
Name:

Michael L. Spurgeon, City Manager

Russell K. Fischer  
Title: President

Date: 8/25/25

Date: 8/18/2025

Attest: Curtis Green  
City Clerk [Seal]



Attest: Kirk Richardson  
By: Kirk Richardson  
Name: Kirk Richardson  
Title: Secretary/Treasurer

Date: 8/27/2025

Date: 8/18/2025

Approved as to form:

D. Graham Parker  
Assistant City Attorney



**VERIFICATIONS**

State of Oklahoma            )  
  ) §  
County of Tulsa            )

Before me, a Notary Public, on this 8<sup>th</sup> day of August, 2025, personally appeared Russell K. Fischer, known to me to be the President of Tulsa Engineering & Planning Associates, Inc., to be the identical person who executed the within and foregoing instrument, and acknowledged to me that s/he executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

Jack Taber  
Notary Public



**CITY OF BROKEN ARROW  
PROFESSIONAL SERVICES AGREEMENT  
INDIAN SPRINGS STORM SEWER IMPROVEMENTS  
PROJECT NUMBER: SW26100**

**ATTACHMENT A**

**SP - 1.0 SCOPE OF THE PROJECT:**

1.1. Providing Professional Surveying and Related Support Services located by Lots 1/2/3, Block 3 of the Indian Springs Estates 2<sup>nd</sup> Addition and Indian Springs Golf Course in the City of Broken Arrow. Services performed to include a full topographic survey of approximately 4.8 acres for a storm sewer improvements. Work performed under the contract shall be performed on a not to exceed contract as requested by the City.

**SP- 2.0 SERVICES OF THE CITY: THE CITY WILL:**

2.1. Furnish to Professional Service Provider all data in its possession, and needed engineering guidance as necessary for the service provider to complete the contract requirements.

2.2. Designate in writing a person to act as its representative in respect to the work to be performed under this agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to materials, equipment, elements and systems pertinent to the services covered by this agreement.

**SP - 3.0 SCOPE OF SERVICES: THE PROFESSIONAL SERVICE PROVIDER SHALL:**

3.1 The Professional Service Provider shall provide a full topographic survey of approximately 4.8 acres in the Indian Springs Estates 2<sup>nd</sup> Addition and Indian Springs Golf Course (see EXHIBITS 1 attached). Professional Surveying services shall also include: providing survey control and benchmarks; locating above ground improvements and utilities; locating below ground utilities based upon OKIE locates and information provided for utilities; site surveying; exhibits; and other surveying related services. See attached Exhibits 1 for location/footprint.

3.2 Work will be a not to exceed contract all costs associated with the performance of the work, including any support and supervision cost required from the Professional Service Provider.

[END OF ATTACHMENT A]

EXHIBIT 1: SURVEY LIMITS



**CITY OF BROKEN ARROW  
PROFESSIONAL SERVICES AGREEMENT  
WATERFORD PARK EROSION MITIGATION  
PROJECT NUMBER: SW26110**

**1. PROFESSIONAL SERVICE PROVIDER:**

- a. Name: Tulsa Engineering and Planning Associates, Inc.
- b. Telephone No.: 918.252-9621
- c. Address: 9810 E. 42nd St., Suite 100

**2. PROJECT TITLE AND LOCATION:** WATERFORD PARK EROSION MITIGATION LOCATED IN BLOCK 4 AND BLOCK C IN THE WATERFORD PARK I SUBDIVISION AND BLOCK H OF WATERFORD PARK II. WATERFORD PARK IS LOCATION EAST OF ASPEN AVE. AND NORTH OF FLORENCE ST.

**3. Contract for:** Providing professional survey services associated with public works projects for the City of Broken Arrow. Professional services to include providing surveying and related support services. The Professional Service Provider shall perform all duties, responsibilities and requirements set out in Attachment A hereto. The Professional Service Provider agrees that this professional service shall be treated as an important service to the City and also agrees to commit the time necessary to perform the professional services in a professional manner.

**4. Compensation:** Professional Service Provider shall be compensated at the hourly rate in accordance with attached hourly rate schedule and the total compensation under this contract is Not to Exceed Three Thousand and No/100 (\$3,000.00) for the entire Scope of the Professional Services rendered. The parties agree that the Professional Service Provider's position is not a traditional City employee position; therefore, the foregoing constitutes all the benefits and other forms of compensation due the Professional Service Provider, acting in the role of an independent contractor, and therefore ineligible for all other benefits paid to regular full-time City employees. The Professional Service Provider shall be responsible for his own vehicle expenses and any other indirect costs incurred in fulfilling the stated contract requirements. The Professional Service Provider agrees to abide by and comply with all of the City's Administrative Policies.

**5. Invoicing and Payment:** The Professional Service Provider shall submit invoices requesting payment for services rendered to the City monthly in accordance with actual progress of the work on each work item. The invoices shall be in a format satisfactory to the City. Payment will be made within 30 days following the first eligible City Council meeting occurring after the date on the invoice.

**6. Time for Performance:** These duties, responsibilities and requirements shall begin upon the execution of this Contract and shall be completed within thirty (30) calendar days after the date the Notice to Proceed is issued. The City will issue a Notice to Proceed for each item of work identified under this agreement, following mutual agreement between the Professional Service Provider and the City on the hours required for the work item.

Provider and the City on the hours required for the work item.

**7. Insurance:** The Professional Service Provider shall acquire all insurance policies required for professional liability insurance, general liability, auto insurance, workers' compensation and/or health insurance. The Professional Service Provider shall provide proof of general liability and professional liability insurance coverage to the City on or before the effective date of this Agreement.

During the performance of the services under this Professional Services Contract, the Professional Service Provider shall maintain the insurance coverage required below and the City shall be named as an Additional Insured on each required policy:

- (1) General Liability Insurance, with a combined single limit of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate;
- (2) Automobile Liability Insurance, with a combined single limit of not less than \$1,000,000 for each person, not less than \$1,000,000 for each accident and not less than \$1,000,000 for property damage; and
- (3) Professional Liability Insurance, with a limit of \$1,000,000 annual aggregate.

**8. Indemnification:** The Professional Services Provider agrees to defend, indemnify, and hold harmless the City, and its agents and employees, from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by the negligent or intentional acts, errors, or omissions of The Professional Services Provider, its agents or employees.

**9. Immigration Compliance:** The Professional Service Provider shall comply in all respects with all immigration-related laws, statutes, ordinances and regulations including without limitation, the Immigration and Nationality Act, as amended, the Immigration Reform and Control Act of 1986, as amended, and the Oklahoma Taxpayer and Citizen Protection Act of 2007 (Oklahoma HB 1804) and any successor laws, ordinances or regulations (collectively, the Immigration Laws”).

**10. Governing Documents:** The parties agree to perform this contract in strict accordance with the clauses, provisions, and the documents identified as follows, all of which are made part of this contract. In the event of conflict, these documents shall be interpreted in the following order:

- a. This Contract
- b. Attachment A to this Contract
- c. Duly Authorized Amendments arising out of this Contract

**11. Electronic Signatures:**

The Parties agree this transaction may be completed by electronic means and an electronic signature on this Contract will be given the same legal effect as a handwritten signature and cannot be denied enforceability solely because is it in electronic form. If the Professional Services

Provider signs this Contract electronically and/or submits documents electronically, the Professional Services Provider agrees to comply with the City's requirements for submission of electronically signed and/or submitted documents.

**12. Governing Law:** This agreement shall be governed by the laws of the State of Oklahoma and venue for any action concerning this Agreement shall be in the District Court of Tulsa County, Oklahoma.

**13. Entirety of Agreement:** The foregoing Professional Services Contract supersedes all previous negotiations and may not be modified except by a written order executed by the parties hereto.

**14. Effective Date:** This Contract is effective shall be effective upon signature of both parties.

REMAINDER OF PAGE INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized officers or representatives on the dates set forth below.

City of Broken Arrow, a municipal corporation:

Professional Service Provider:  
Tulsa Engineering & Planning Associates, Inc.

By: Michael L. Spurgeon

By: Russell K. Fischer

Michael L. Spurgeon, City Manager

Name: \_\_\_\_\_

Date: 8/25/25

Title: \_\_\_\_\_

Russell K. Fischer

Title: \_\_\_\_\_

President

Attest: Curtis Green

Date: \_\_\_\_\_

8/18/2025

City Clerk [Seal]

Attest: Kirk Richardson

Date: 8/27/2025

By: \_\_\_\_\_

Name: \_\_\_\_\_

Kirk Richardson

Title: \_\_\_\_\_

Secretary/Treasurer

Date: \_\_\_\_\_

8/18/2025

Approved as to form:

D. Graham Parker  
Assistant City Attorney



**VERIFICATIONS**

State of Oklahoma            )  
  ) §  
County of Tulsa            )

Before me, a Notary Public, on this 8<sup>th</sup> day of August, 2025, personally appeared Russell K. Fischer, known to me to be the President of Tulsa Engineering & Planning Associates, Inc., to be the identical person who executed the within and foregoing instrument, and acknowledged to me that s/he executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

JACK TABER  
NOTARY PUBLIC - STATE OF OKLAHOMA  
MY COMMISSION EXPIRES MAY 31, 2028  
COMMISSION #12005192

Jack Taber  
Notary Public

**CITY OF BROKEN ARROW  
PROFESSIONAL SERVICES AGREEMENT  
WATERFORD PARK EROSION MITIGATION  
PROJECT NUMBER: SW26110**

**ATTACHMENT A**

**SP - 1.0 SCOPE OF THE PROJECT:**

1.1. Providing Professional Surveying and Related Support Services located in Lot 6, Block 4 and Block C of Waterford Park I and Block H of Waterford Park II in the City of Broken Arrow. Services performed to include a full topographic survey of approximately 0.5 acres for erosion mitigation and sanitary sewer creek crossing improvements. Work performed under the contract shall be performed on a not to exceed contract as requested by the City.

**SP- 2.0 SERVICES OF THE CITY: THE CITY WILL:**

2.1. Furnish to Professional Service Provider all data in its possession, and needed engineering guidance as necessary for the service provider to complete the contract requirements.

2.2. Designate in writing a person to act as its representative in respect to the work to be performed under this agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to materials, equipment, elements and systems pertinent to the services covered by this agreement.

**SP - 3.0 SCOPE OF SERVICES: THE PROFESSIONAL SERVICE PROVIDER SHALL:**

3.1 The Professional Service Provider shall provide a full topographic survey of approximately 0.5 acres in Waterford Park I & II (see EXHIBIT 1 attached). Professional Surveying services shall also include: providing survey control and benchmarks; locating above ground improvements and utilities; locating below ground utilities based upon OKIE locates and information provided for utilities; site surveying; exhibits; and other surveying related services. See attached Exhibits 1 for location/footprint.

3.2 Work will be a not to exceed contract all costs associated with the performance of the work, including any support and supervision cost required from the Professional Service Provider.

[END OF ATTACHMENT A]



**CITY OF BROKEN ARROW  
PROFESSIONAL SERVICES AGREEMENT  
PROJECT NAME: HAIKEY CREEK TMDL REMEDIATION  
PROJECT NUMBER: SW26090**

**1. PROFESSIONAL SERVICE PROVIDER:**

- a. Name: Geodeca LLC
- b. Telephone No.: 918-949-4064
- c. Address: P.O. Box 33012 Tulsa Oklahoma 74153

**2. PROJECT TITLE AND LOCATION:** HAIKEY CREEK TMDL REMEDIATION LOCATED ON MIDDLE BRANCH HAIKEY CREEK ON ASPEN BETWEEN KENOSHA AND HOUSTON

**3. Contract for:** Providing professional survey services associated with public works projects for the City of Broken Arrow. Professional services to include providing surveying and related support services. The Professional Service Provider shall perform all duties, responsibilities and requirements set out in Attachment A hereto. The Professional Service Provider agrees that this professional service shall be treated as an important service to the City and also agrees to commit the time necessary to perform the professional services in a professional manner.

**4. Compensation:** Professional Service Provider shall be compensated at the hourly rate in accordance with attached hourly rate schedule and the total compensation under this contract is Not to Exceed Twelve Thousand Five Hundred and No/100 (\$12,500.00) for the entire Scope of the Professional Services rendered. The parties agree that the Professional Service Provider's position is not a traditional City employee position; therefore, the foregoing constitutes all the benefits and other forms of compensation due the Professional Service Provider, acting in the role of an independent contractor, and therefore ineligible for all other benefits paid to regular full-time City employees. The Professional Service Provider shall be responsible for his own vehicle expenses and any other indirect costs incurred in fulfilling the stated contract requirements. The Professional Service Provider agrees to abide by and comply with all of the City's Administrative Policies.

**5. Invoicing and Payment:** The Professional Service Provider shall submit invoices requesting payment for services rendered to the City monthly in accordance with actual progress of the work on each work item. The invoices shall be in a format satisfactory to the City. Payment will be made within 30 days following the first eligible City Council meeting occurring after the date on the invoice.

**6. Time for Performance:** These duties, responsibilities and requirements shall begin upon the execution of this Contract and shall be completed within one hundred and twenty (120) calendar days after the date the Notice to Proceed is issued. The City will issue a Notice to Proceed for each item of work identified under this agreement, following mutual agreement between the Professional Service Provider and the City on the hours required for the work item.

**7. Insurance:** The Professional Service Provider shall acquire all insurance policies required for professional liability insurance, general liability, auto insurance, workers' compensation and/or health insurance. The Professional Service Provider shall provide proof of general liability and professional liability insurance coverage to the City on or before the effective date of this Agreement.

During the performance of the services under this Professional Services Contract, the Professional Service Provider shall maintain the insurance coverage required below and the City shall be named as an Additional Insured on each required policy:

- (1) General Liability Insurance, with a combined single limit of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate;
- (2) Automobile Liability Insurance, with a combined single limit of not less than \$1,000,000 for each person, not less than \$1,000,000 for each accident and not less than \$1,000,000 for property damage; and
- (3) Professional Liability Insurance, with a limit of \$1,000,000 annual aggregate.

**8. Indemnification:** The Professional Services Provider agrees to defend, indemnify, and hold harmless the City, and its agents and employees, from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by the negligent or intentional acts, errors, or omissions of The Professional Services Provider, its agents or employees.

**9. Immigration Compliance:** The Professional Service Provider shall comply in all respects with all immigration-related laws, statutes, ordinances and regulations including without limitation, the Immigration and Nationality Act, as amended, the Immigration Reform and Control Act of 1986, as amended, and the Oklahoma Taxpayer and Citizen Protection Act of 2007 (Oklahoma HB 1804) and any successor laws, ordinances or regulations (collectively, the "Immigration Laws").

**10. Governing Documents:** The parties agree to perform this contract in strict accordance with the clauses, provisions, and the documents identified as follows, all of which are made part of this contract. In the event of conflict, these documents shall be interpreted in the following order:

- a. This Contract
- b. Attachment A to this Contract
- c. Duly Authorized Amendments arising out of this Contract

**11. Electronic Signatures:**

The Parties agree this transaction may be completed by electronic means and an electronic signature on this Contract will be given the same legal effect as a handwritten signature and cannot be denied enforceability solely because it is in electronic form. If the Professional Services Provider signs this Contract electronically and/or submits documents electronically, the Professional Services Provider agrees to comply with the City's requirements for submission of

electronically signed and/or submitted documents.

**12. Governing Law:** This agreement shall be governed by the laws of the State of Oklahoma and venue for any action concerning this Agreement shall be in the District Court of Tulsa County, Oklahoma.

**13. Entirety of Agreement:** The foregoing Professional Services Contract supersedes all previous negotiations and may not be modified except by a written order executed by the parties hereto.

**14. Effective Date:** This Contract is effective shall be effective upon signature of both parties.

REMAINDER OF PAGE INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized officers or representatives on the dates set forth below.

City of Broken Arrow, a municipal corporation:

Professional Service Provider:  
Company Geodeca LLC

By: Michael Spurgeon  
Michael Spurgeon, City Manager

By: Russell Muzika  
Name: Russell Muzika, PLS

Date: 8/20/25

Title: President

Attest: Curtis [Seal]  
City Clerk [Seal]

Date: 8-20-25

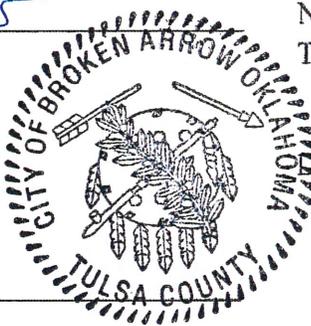
Date: 8/20/25

Attest: Carrie Muzika  
By: Carrie Muzika  
Name: Carrie Muzika  
Title: CEO

Date: 8/20/2025

Approved as to form:

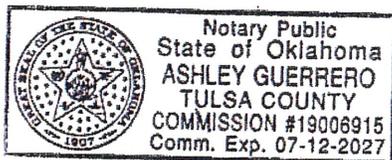
D. Graham Parker  
Assistant City Attorney



VERIFICATIONS

State of Oklahoma )  
  ) §  
County of Tulsa        )

Before me, a Notary Public, on this 20<sup>th</sup> day of August 2025, personally appeared Russell Muzika, known to me to be the President Vice-President, Corporate Officer, Member, Partner or Other: \_\_\_\_\_ (Please circle or specify) of Company to be the identical person who executed the within and foregoing instrument, and acknowledged to me that s/he executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.



Ashley Guerrero  
Notary Public

**CITY OF BROKEN ARROW  
PROFESSIONAL SERVICES AGREEMENT  
PROJECT NAME : HAIKEY CREEK TMDL REMEDIATION  
PROJECT NUMBER: SW26090**

**ATTACHMENT A**

**SP - 1.0 SCOPE OF THE PROJECT:**

1.1. Providing Professional Surveying and Related Support Services associated with Haikey Creek TMDL Remediation in the City of Broken Arrow. Services performed to include a full topographic survey of approximately 2,150 linear feet with an area of 7.97 acres. Work performed under the contract shall be performed on a not to exceed contract as requested by the City.

**SP- 2.0 SERVICES OF THE CITY: THE CITY WILL:**

2.1. Furnish to Professional Service Provider all data in its possession and needed engineering guidance as necessary for the service provider to complete the contract requirements.

2.2. Designate in writing a person to act as its representative in respect to the work to be performed under this agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to materials, equipment, elements and systems pertinent to the services covered by this agreement.

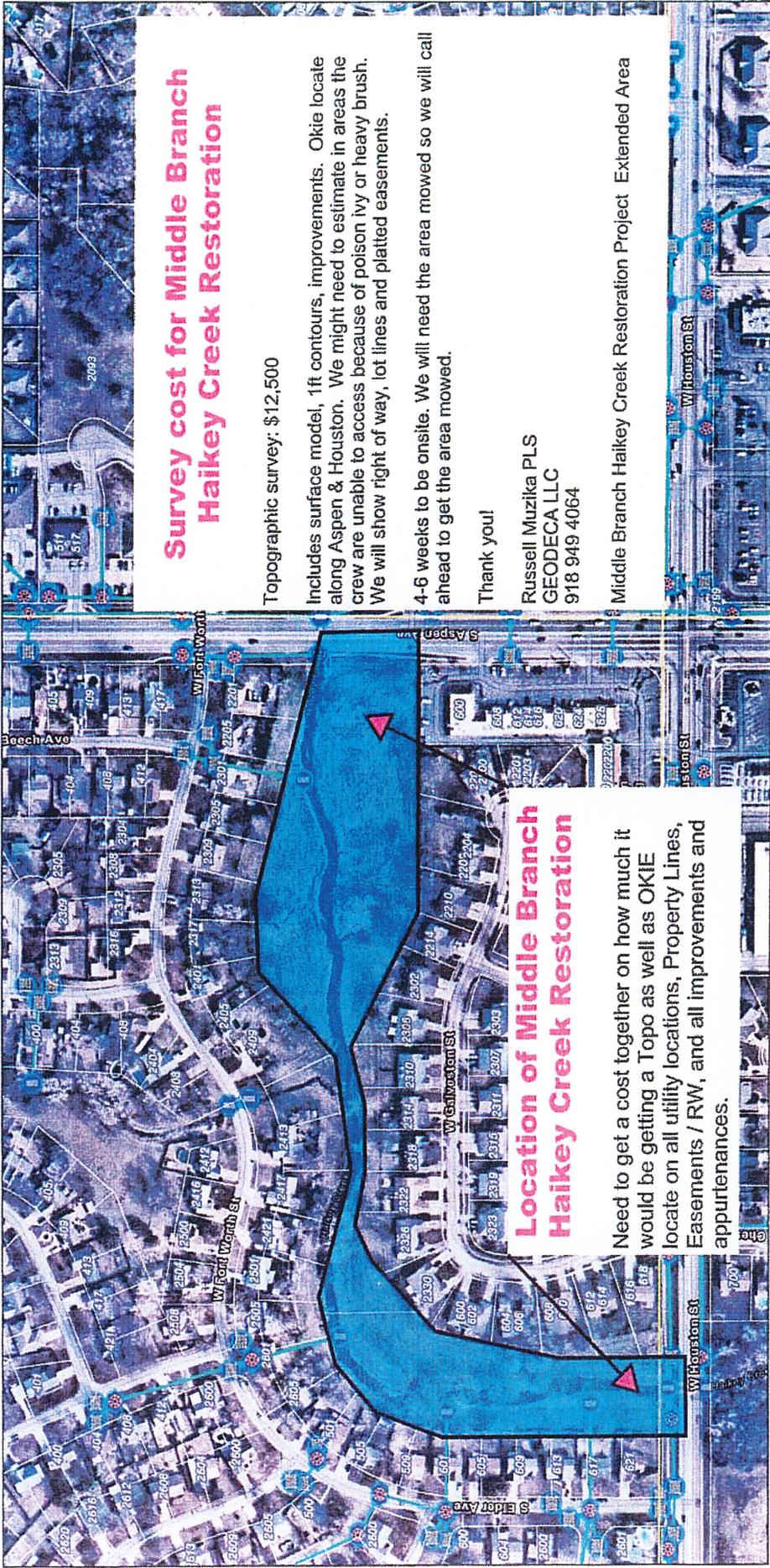
**SP - 3.0 SCOPE OF SERVICES: THE PROFESSIONAL SERVICE PROVIDER SHALL:**

3.1 The Professional Service Provider shall provide a full topographic survey of approximately 2,150 linear feet with an area of 7.97 acres for Haikey Creek TMDL Remediation (see EXHIBIT 1). Professional Surveying services shall also include: providing survey control and benchmarks; locating above ground improvements and utilities; locating below ground utilities based upon OKIE locates and information provided for utilities; site surveying; exhibits; and other surveying related services. See attached Exhibit 1.

3.2 Work will be a not to exceed contract all costs associated with the performance of the work, including any support and supervision cost required from the Professional Service Provider.

[END OF ATTACHMENT A]

# Survey Limits for Haikey Creek TMDL Project Option 2



## Survey cost for Middle Branch Haikey Creek Restoration

Topographic survey: \$12,500

Includes surface model, 1ft contours, improvements. Okie locate along Aspen & Houston. We might need to estimate in areas the crew are unable to access because of poison ivy or heavy brush. We will show right of way, lot lines and platted easements.

4-6 weeks to be onsite. We will need the area mowed so we will call ahead to get the area mowed.

Thank you!

Russell Muzika PLS  
 GEODECA LLC  
 918 949 4064

Middle Branch Haikey Creek Restoration Project Extended Area

## Location of Middle Branch Haikey Creek Restoration

Need to get a cost together on how much it would be getting a Topo as well as OKIE locate on all utility locations, Property Lines, Easements / RW, and all improvements and appurtenances.

6/11/2025 2:20 PM

- Legend**
- Point**
  - Aspen (P&S)
  - Aspen Point
  - Corner, 3/4 Bridge
  - Corner Point
- Culvert**
  - Unknown
  - Pipe Culvert
  - Pipe with Culvert
  - Box Culvert
  - Arch Culvert
- Linear Drain**
  - Unknown
  - French Drain
  - French Drain
  - French Drain
- Open Channel**
  - Unknown
  - Asphalt Channel
- Pipe**
  - Unknown
  - Grassy
  - Force Main
  - Perforated
- BMP Inlet**
  - Unknown
  - Apron Inlet
  - Pole Inlet
  - Channel Hole
- BMP Point**
  - Unknown
- Other**
  - Retention
  - Day Basin
  - Treatment
  - Wet Basin
  - Bed Filter
  - Detention
  - Resia

This map's utility information is for general purposes only. The City of Broken Arrow makes no warranties regarding its accuracy, completeness, or reliability. Use of this information is at risk.

Maxar, Microsoft, Copyright nearmap 2015, City of Tulsa, US Census Bureau, INCOG, & unknown, Esri Community Maps Contributors, City of Tulsa, Texas Parks &



**CITY OF BROKEN ARROW  
PROFESSIONAL SERVICES AGREEMENT  
RADIO COMMUNICATION TOWER SURVEY  
PROJECT NUMBER: 191793**

**1. PROFESSIONAL SERVICE PROVIDER:**

- a. Name: CEC Corporation
- b. Telephone No.: 918.663.9401
- c. Address: 1300 S Main Street, Tulsa, OK 73119

**2. PROJECT TITLE AND LOCATION:** BROKEN ARROW RADIO COMMUNICATIONS TOWER SURVEY LOCATED ON THE SOUTHWEST CORNER OF E 131<sup>ST</sup> STREET SOUTH AND S ASPEN AVE.

**3. Contract for:** Providing professional survey services associated with public works projects for the City of Broken Arrow. Professional services to include providing surveying and related support services. The Professional Service Provider shall perform all duties, responsibilities and requirements set out in Attachment A hereto. The Professional Service Provider agrees that this professional service shall be treated as an important service to the City and also agrees to commit the time necessary to perform the professional services in a professional manner.

**4. Compensation:** Professional Service Provider shall be compensated in a lump sum and the total compensation under this contract is Not to Exceed Six Thousand Seven Hundred and No/100 (\$6,700.00) for the entire Scope of Professional Services rendered. The parties agree that the Professional Service Provider's position is not a traditional City employee position; therefore, the foregoing constitutes all the benefits and other forms of compensation due the Professional Service Provider, acting in the role of an independent contractor, and therefore ineligible for all other benefits paid to regular full-time City employees. The Professional Service Provider shall be responsible for his own vehicle expenses and any other indirect costs incurred in fulfilling the stated contract requirements. The Professional Service Provider agrees to abide by and comply with all of the City's Administrative Policies.

**5. Invoicing and Payment:** The Professional Service Provider shall submit invoices requesting payment for services rendered to the City monthly in accordance with actual progress of the work on each work item. The invoices shall be in a format satisfactory to the City. Payment will be made within 30 days following the first eligible City Council meeting occurring after the date on the invoice.

**6. Time for Performance:** These duties, responsibilities and requirements shall begin upon the execution of this Contract and shall be completed within thirty (30) calendar days after the date the Notice to Proceed is issued. The City will issue a Notice to Proceed for each item of work identified under this agreement, following mutual agreement between the Professional Service Provider and the City on the hours required for the work item.

**7. Insurance:** The Professional Service Provider shall acquire all insurance policies required for professional liability insurance, general liability, auto insurance, workers' compensation and/or health insurance. The Professional Service Provider shall provide proof of general liability and professional liability insurance coverage to the City on or before the effective date of this Agreement.

During the performance of the services under this Professional Services Contract, the Professional Service Provider shall maintain the insurance coverage required below and the City shall be named as an Additional Insured on each required policy:

- (1) General Liability Insurance, with a combined single limit of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate;
- (2) Automobile Liability Insurance, with a combined single limit of not less than \$1,000,000 for each person, not less than \$1,000,000 for each accident and not less than \$1,000,000 for property damage; and
- (3) Professional Liability Insurance, with a limit of \$1,000,000 annual aggregate.

**8. Indemnification:** The Professional Services Provider agrees to defend, indemnify, and hold harmless the City, and its agents and employees, from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by the negligent or intentional acts, errors, or omissions of The Professional Services Provider, its agents or employees.

**9. Immigration Compliance:** The Professional Service Provider shall comply in all respects with all immigration-related laws, statutes, ordinances and regulations including without limitation, the Immigration and Nationality Act, as amended, the Immigration Reform and Control Act of 1986, as amended, and the Oklahoma Taxpayer and Citizen Protection Act of 2007 (Oklahoma HB 1804) and any successor laws, ordinances or regulations (collectively, the Immigration Laws").

**10. Governing Documents:** The parties agree to perform this contract in strict accordance with the clauses, provisions, and the documents identified as follows, all of which are made part of this contract. In the event of conflict, these documents shall be interpreted in the following order:

- a. This Contract
- b. Attachment A to this Contract
- c. Duly Authorized Amendments arising out of this Contract

**11. Electronic Signatures:**

The Parties agree this transaction may be completed by electronic means and an electronic signature on this Contract will be given the same legal effect as a handwritten signature and cannot be denied enforceability solely because is it in electronic form. If the Professional Services Provider signs this Contract electronically and/or submits documents electronically, the Professional Services Provider agrees to comply with the City's requirements for submission of

electronically signed and/or submitted documents.

**12. Governing Law:** This agreement shall be governed by the laws of the State of Oklahoma and venue for any action concerning this Agreement shall be in the District Court of Tulsa County, Oklahoma.

**13. Entirety of Agreement:** The foregoing Professional Services Contract supersedes all previous negotiations and may not be modified except by a written order executed by the parties hereto.

**14. Effective Date:** This Contract is effective shall be effective upon signature of both parties.

REMAINDER OF PAGE INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized officers or representatives on the dates set forth below.

City of Broken Arrow, a municipal corporation:

Professional Service Provider:  
CEC Corporation

By: Michael Spurgeon  
Michael Spurgeon, City Manager

By: Samuel McGee  
Name: SAMUEL MCGEE

Date: 8/26/2025

Title: SURVEY DEPARTMENT MANAGER

Attest: Curtis Green  
City Clerk [Seal]

Date: 8.25.25

Date: 8/26/2025

Attest: [Signature]  
By: Rusty Steel  
Name: Practice Leader  
Title:

Date: 8.25.25

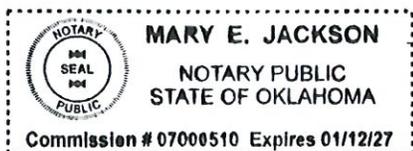
Approved as to form:

D. Graham Parker  
City Attorney

**VERIFICATIONS**

State of Oklahoma )  
  ) §  
County of Tulsa        )

Before me, a Notary Public, on this 25<sup>th</sup> day of August 2025, personally appeared Samuel McGee, known to me to be the (President, Vice-President, Corporate Officer, Member, Partner or Other: Manager) (Please circle or specify) of CEC Corporation to be the identical person who executed the within and foregoing instrument, and acknowledged to me that s/he executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.



Mary E. Jackson  
Notary Public

**CITY OF BROKEN ARROW  
PROFESSIONAL SERVICES AGREEMENT  
RADIO COMMUNICATION TOWER SURVEY  
PROJECT NUMBER: 191793**

**ATTACHMENT A**

**SP - 1.0 SCOPE OF THE PROJECT:**

1.1. Providing Professional Surveying and Related Support Services associated with Broken Arrow Radio Tower Survey in the City of Broken Arrow. Services performed to include a full topographic survey of the highlighted area in Exhibit A of Attachment B, on the Southwest corner of E 131<sup>st</sup> Street S and S Aspen Ave. Work performed under the contract shall be performed on a not to exceed contract as requested by the City.

**SP- 2.0 SERVICES OF THE CITY: THE CITY WILL:**

2.1. Furnish to Professional Service Provider all data in its possession, and needed engineering guidance as necessary for the service provider to complete the contract requirements.

2.2. Designate in writing a person to act as its representative in respect to the work to be performed under this agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to materials, equipment, elements and systems pertinent to the services covered by this agreement.

**SP - 3.0 SCOPE OF SERVICES: THE PROFESSIONAL SERVICE PROVIDER SHALL:**

3.1 The Professional Service Provider shall provide a full topographic survey of the area highlighted in Exhibit A of Attachment B. Professional Surveying services shall include:

- 3.1.1 Use or tie into Control Points established in CEC job #190376
- 3.1.2 Establish two (2) benchmarks in project vicinity and run differential level loop
- 3.1.3 Provide topographic survey services to include the following existing surface features: roads, curbs, drives, sidewalks, buildings, signs, fences, walls, decorative trees, flowerbeds, all visible drainage structures, and visible and/or marked utilities
- 3.1.4 Utilities: "OKIE811" will be contacted at least two (2) weeks prior to survey and the locations as marked will be obtained.
  - 3.1.4.1 CEC will contact members listed on the OKIE ticket, request utility atlas maps, and plot atlas maps as "per atlas map" if said maps are provided to CEC by the Utility Owner.
  - 3.1.4.2 CEC is NOT responsible for unmarked or mismarked utilities
  - 3.1.4.3 Utility information will be placed in the Civil 3d and/or AutoCAD drawing.
- 3.1.5 Storm sewer manholes, sanitary sewer manholes, water valves, and inverts will be measured for depth (to the connection outside of survey limits)
- 3.1.6 Cross sections at 50' density including applicable break lines
- 3.1.7 Contours at 1.0' minimum density

3.1.8 FEMA Flood Zones and Classifications (see Exhibit “B” for FEMA Map)

3.1.8.1 Depict flood zone generated from FEMA.gov by scaling map and graphic plotting only

3.2 DELIVERABLES

3.2.1 Civil 3d file and AutoCAD file of all above items

3.2.2 Topographic Survey sheet in pdf format (upon request)

3.2.3 Survey Control and Topographic Survey Certifications

3.3 Work will be a not to exceed contract all costs associated with the performance of the work, including any support and supervision cost required from the Professional Service Provider.

[END OF ATTACHMENT A]

CITY OF BROKEN ARROW  
PROFESSIONAL SERVICES AGREEMENT  
RADIO COMMUNICATION TOWER SURVEY  
PROJECT NUMBER: 191793

ATTACHMENT B

Exhibit "A"



Exhibit "B"





# City of Broken Arrow

## Request for Action

---

**File #:** 25-1252, **Version:** 1

---

**Broken Arrow City Council**  
**Meeting of: 09-02-2025**

**Title:**

Approval of and authorization to purchase one (1) Ford F-150 Crew Cab 4x4 from Vance Country Ford pursuant to the Oklahoma State purchasing contract SW0035 for the Street & Stormwater Department

**Background:**

Funds have been approved for the purchase of one (1) new F-150 Crew Cab 4x4 truck for the Sign Shop Division of the Streets & Stormwater Department. This acquisition is identified under Project Number 2653130 in the FY2026 budget with \$56,000 allocated for the purchase.

To maximize resources and achieve cost efficiencies, staff recommends procuring the vehicle through the Oklahoma Statewide Contract SW0035. This contract allows municipal agencies across Oklahoma to purchase vehicles at pre-negotiated state contract pricing, eliminating the need for a separate bid process while providing substantial cost and administrative savings. Utilizing State Contract SW035 ensures compliance with budgetary constraints while securing a durable, high-quality asset for the Parks Department.

Section 2-27(b)(5) of the Broken Arrow Code of Ordinances provides an exception to the competitive bidding process for supplies, materials, equipment, or contractual services purchased at a price not exceeding that set by the state purchasing agency, any other state agency authorized to regulate prices, or from purchasing consortiums.

In addition, Section V.d of the Broken Arrow Purchasing Manual authorizes purchases from “the state contract or other purchasing consortiums,” noting that such purchases eliminate the need for formal competitive bidding. State contract pricing qualifies under both the Code of Ordinances and the Purchasing Manual.

Following a review of available options, staff recommends approval to purchase one (1) F-150 Crew Cab 4x4 truck from Vance Country Ford in the amount of \$46,781.00 through State Contract SW0035.

**Cost:** \$46,781.00

**Funding Source:** 2653130-3305300-570020

**Requested By:** Ryan Baze, Director of Maintenance Services

---

**File #:** 25-1252, **Version:** 1

---

**Approved By:** City Manager's Office

**Attachments:** 2025 FORD F150 CREW 4X4, SW0035 Fully Executed Vance Country Ford contract

**Recommendation:**

Approval of and authorization to purchase one (1) Ford F-150 Crew Cab 4x4 from Vance Country Ford, pursuant to the Oklahoma State purchasing contract SW0035 for the Street & Stormwater Department

VANCE COUNTRY FORD

FLEET & GOVERNMENT SALES  
 PO BOX 1600, GUTHRIE, OK 73044  
 405-282-3800  
 Ok Vendor #0000075466



# QUOTE

DATE	8/5/2025
QUOTE NUMBER	000Q17681
EXPIRATION DATE	9/11/2025
SHIP VIA	Factory Order
TERMS	SW035 - STATE CONTRACT

<b>SOLD TO:</b> City of Broken Arrow  Ryan Baze PO Box 610 1700 W. Detroit St Broken Arrow, OK 74012 918-251-5311	<b>SHIP TO:</b> City of Broken Arrow  Ryan Baze PO Box 610 1700 W. Detroit St Broken Arrow, OK 74012 918-251-5311	Any Questions? Call 405-282-3800  Britt Woods  Britt@VanceFleet.Com
--	--	---

Qty	OPTION	Description	Unit Price	Ext. Price
		<b>OKLAHOMA STATE CONTRACT</b>		
1	W1L	2025 FORD F150 CREW 4X4	\$40,813.00	\$40,813.00
1	4WD	FOUR WHEEL DRIVE	\$3,953.00	\$3,953.00
1	103A	XL CHROME PACKAGE FOG LAMPS 17" SILVER ALUMINUM WHEELS CHROME BUMPERS PRIVACY GLASS REAR WINDOW DEFOGGER	\$1,195.00	\$1,195.00
1	995	5.0L V8 GASOLINE	\$0.00	\$0.00
1	44G	10SPD AUTO TRANS	\$0.00	\$0.00
1	XL6	3.73 ELEC LOCKING REAR DIFF	\$570.00	\$570.00
1	18B	BLACK PLATFORM RUNNING BOARDS	\$250.00	\$250.00
1	413	SKID PLATES	\$0.00	\$0.00
1	EFT	36G EXTENDED RANGE FUEL TANK	\$0.00	\$0.00
1	HITCH	CLASS IV HITCH UNDER BUMPER	\$0.00	\$0.00
1	7/4	7WAY RV STYLE AND 4WAY FLAT LIGHT PLUG	\$0.00	\$0.00
1	YZ	EXTERIOR : OXFORD WHITE	\$0.00	\$0.00
1	CS	INTERIOR : CLOTH 40/20/40 SPLIT BENCH MED DARK SLATE	\$0.00	\$0.00
		<b>SubTotal</b>		<b>\$46,781.00</b>

Accepted By: \_\_\_\_\_  
 Terms:

THIS QUOTE DOES NOT GUARANTEE THE FACTORY WILL BUILD THE VEHICLE.  
 1) TAG & TAXES ARE NOT INCLUDED UNLESS ITEMIZED ON QUOTE  
 2) ALL REBATES & INCENTIVES HAVE BEEN INCLUDED IN TOTAL PRICE.

<b>SUB-TOTAL</b>	<b>\$46,781.00</b>
	<b>\$0.00</b>
<b>TOTAL DUE</b>	<b>\$46,781.00</b>



---

**STATE OF OKLAHOMA STATEWIDE CONTRACT WITH COUNTRY FORD-MERCURY, INC.**

This State of Oklahoma Statewide Contract (“Contract”) is entered into between the state of Oklahoma by and through the Office of Management and Enterprise Services and Country Ford-Mercury, Inc. (“Supplier”) and is effective February 8, 2021.

**Purpose**

The State is awarding this Contract to Supplier for the provision of vehicle purchases, as more particularly described in certain Contract Documents. Supplier submitted a proposal which contained no exceptions to the Solicitation. This Contract memorializes the agreement of the parties with respect to negotiated terms of the Contract that is being awarded to Supplier.

Now, therefore, in consideration of the foregoing and the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged the parties agree as follows:

1. The parties agree that Supplier has not yet begun performance of work under this Contract. Upon full execution of this Contract, Supplier may begin work. Issuance of a purchase order is required prior to payment to a Supplier.
2. The following Contract Documents are attached hereto and incorporated herein:
  - 2.1. Solicitation, Attachment A
    - 2.1.A. Exhibit 1
  - 2.2. General Terms, Attachment B;
  - 2.3. Statewide Specific Terms Attachment C;
  - 2.4. Intentionally Omitted, Attachment D;
  - 2.5. Bid Portion, Attachment E and
  - 2.6. Intentionally Omitted, Attachment F.
3. Any reference to a Contract Document refers to such Contract Document as it may have been amended. If and to the extent any provision is in multiple documents and addresses the same or substantially the same subject matter but does not create an actual conflict, the more recent provision is deemed to supersede earlier versions.

**STATE OF OKLAHOMA**  
**by and through the**  
**OFFICE OF MANAGEMENT AND**  
**ENTERPRISE SERVICES**

**COUNTRY FORD-MERCURY, INC.**

By: 

Name: Dan Sivard

Title: State Purchasing Director

Date: 02/03/2021

By:   
Cameron Colter (Feb 3, 2021 13:28 CST)

Name: CAMERON COLTER

Title: FLEET MANAGER

Date: 02/03/2021

**ATTACHMENT A**  
**SOLICITATION NO. 0900000469**

This Solicitation is a Contract Document and is a request for proposal in connection with the Contract awarded by the Office of Management and Enterprise Services as more particularly described below. Any defined term used herein but not defined herein shall have the meaning ascribed in the General Terms or other Contract Document.

**Purpose**

This Contract is for vehicles to be provided on an as-needed basis.

Oklahoma has over 100 executive agencies in 77 counties and over 500 municipal government Affiliates. The Contract is awarded for the Supplier to provide for the purchase of vehicles, warranty work, and replacement parts.

**1. Contract Term and Renewal Options**

The initial Contract term, which begins on the effective date of the Contract, is one year and there are (4) one-year options to renew the Contract.

**2. Contract Specifications**

Contract specifications are set forth below as Exhibit 1.

## EXHIBIT 1

### 1. Responsibilities

- A. Supplier must provide the most current model of vehicles, to be available for the entire model year of production.
- B. All vehicles shall be new. No demonstration, used, rebuilt, or refurbished vehicles will be accepted.
- C. Pricing for vehicles shall include all discounts and deductions, less Federal and State taxes. Pricing shall be firm for the duration of the Contract period.
- D. Supplier shall provide a percentage discount off of the MSRP for any optional equipment for which pricing has not been provided, aftermarket options, and the labor rate per hour to install the optional equipment.
- E. All vehicles are to be billed at prices in effect at the time of order, not the date of shipment.
- F. Pricing shall only be adjusted at the time of model year changes.
- G. All actual "build out" schedules must be submitted by the Supplier as it is made aware of them. The approximate build out schedules provided by the Supplier on the effective date of the Contract will be adjusted as the actual schedules become available.
- H. Any requested changes to the model year vehicles offered by the Supplier must be submitted to the Contracting Officer within 30 days of the requested start date of the change. Changes include pricing and specification changes from one model year to the next.
- I. As new model year vehicles become available, the Supplier shall submit pricing at either the same rate as the previous model, or an increase or decrease based only on the manufacturer's percentage of increase or decrease. Documentation must be submitted to the Contracting Officer within 30 days of the effective date of change and revised pricing shall not be retroactive. New model year vehicles cannot be offered without approval from the Contracting Officer.
- J. If there is a model year change over the course of the Contract period, the Supplier must send a written request for approval of the change to the Contracting Officer. The Contract change request must identify all vehicle specification changes between the previously awarded model year and the proposed new model year. The State reserves the right to review and may agree to cancel the awarded vehicle by issuance of a Contract Addendum.
- K. If during the Contract period there is a model year change by the Original Equipment Manufacturer (OEM) or additional costs are incurred by the Supplier from a third-party, the Supplier must send a written request for approval of the change to the Contracting Officer. The request for a price increase or decrease must include a copy of the OEM's official notice or other evidence that the increase or decrease is applicable to all customers.
- L. All upgrades or repairs required by the OEM due to changes or recalls shall be incorporated at no cost to the Customer.
- M. Vehicles that remain in the Supplier's possession overnight or for extended periods shall be stored in a safe and secure location for protection from theft and environmental dangers. The Supplier shall be responsible for the proper care and custody of any Customer-owned equipment in the Supplier's possession.
- N. The Supplier must provide any training opportunities available to the Customer.
- O. The Supplier must maintain a website detailing all current models available under the Contract.

### 2. Licensing

Sales of motor vehicles in the State of Oklahoma are subject to the Oklahoma Motor Vehicle Commission Statutes (Oklahoma Statutes, Title 47 - Motor Vehicles, Chapter 62). The Bidder

certifies by submission of a Bid that all required Oklahoma Motor Vehicle Commission licenses are in place and current, and that copies of all such licenses have been submitted with the Bid. It is the Supplier's responsibility to keep all required Oklahoma Motor Vehicle Commission licensing current during the term of the Contract and to furnish copies at any time upon request by the State. If Supplier does not maintain current licensing, the Contract may be immediately terminated, upon discovery of the expiration of the license. Contracts for motor vehicles to be sold within the state of Oklahoma may be made only with properly licensed Oklahoma Motor Vehicle Dealers.

### **3. Warranty**

- A.** The Supplier agrees the products purchased under this Contract shall be covered by all commercial warranties the Supplier provides for such products, and rights and remedies provided herein are in addition to and do not limit any rights afforded to the State by any other clause of this Contract.
- B.** The Supplier warrants that at the time of delivery, all products purchased under this Contract will be free from defects in material or workmanship and will conform to the specifications and all other requirements of this Contract.
- C.** All warranty work performed and parts/materials supplied shall meet OEM warranty requirements. All work performed not meeting such specifications or found to be defective, shall not be accepted. The Supplier shall be required to make repairs or corrections at no additional cost to the Customer.
- D.** The Supplier shall furnish a copy of the warranty applicable for the product. All product warranties shall start on the date of acceptance.
- E.** The Supplier is required to provide any buy-back, trade-in, or exchange policy concerning repair parts sold to the Customer.
- F.** The Supplier shall correct ordering errors without further cost to the Customer.
- G.** A copy of the warranty shall be included for replacement parts purchased.
- H.** All persons utilized in the performance of this Contract shall be employees of the Supplier and be fully qualified to perform the warranty work required. Warranty work shall be performed by certified, trained or authorized service technicians.
- I.** Warranty repair facilities must be identified in each pricing sheet.

### **4. Insurance**

- A.** The Supplier shall maintain insurance coverage at all times during the entire term of this contract. The following types of risks shall be covered in the Supplier's policy:
  - i.** Worker's Compensation Insurance and employer's liability insurance sufficient to cover Supplier's employees as required by the State.
  - ii.** Comprehensive General Liability Insurance to include Products/Completed Operations, Premises Operations, Personal Injury, Medical Expenses and Fire Damage.
  - iii.** Commercial Automobile Insurance, hired and non-owned.
  - iv.** Garage Keepers Liability Insurance.
  - v.** Commercial Property Coverage

### **5. Quality of Parts**

- A.** Parts must be name brand, nationally advertised merchandise. Equivalent substitutions must be approved by the Customer.
- B.** After market repair parts must be equal to, or exceed OEM specifications.
- C.** Repair parts must be packaged and distributed under the respective nationally known name brands.
- D.** All rebuilt or remanufactured parts must meet the same requirements as listed above.

- E. Some repair parts may be required to be original equipment manufactured repair parts. Supplier must carry a complete line of OEM parts for all models of vehicles available under this Contract.
- F. Preservation, packaging, and packing and marking will be in accordance with best commercial practice to provide adequate protection against shipping damage.

**6. Ordering**

- A. No minimum orders are required under this Contract.
- B. All options, accessories, or attachments on an ordered vehicle shall include all standard items normally furnished by the manufacturer/dealer for the basic vehicle being purchased.
- C. The Supplier shall furnish any required Safety Data Sheets or a composite concentration list with the product invoice.
- D. Purchase cards will not be an acceptable form of payment under this Contract.

**7. Delivery**

- A. Delivery of vehicles is to be made within 120 calendar days after receipt of order unless other arrangements are made between the customer and the Supplier.
- B. All vehicles are to be delivered new, unused, assembled, serviced, with a full gas tank, oiled and ready for immediate use, unless otherwise requested by the Customer. Liability for product delivery remains with the Supplier until delivered and accepted.
- C. The Customer must provide specific delivery instructions to the Supplier.
- D. Delivery on parts must be made within 30 days of order.
- E. All vehicles shall be delivered with one copy of the operator's manual, and an illustrated repair parts manual or list.
- F. Any freight, shipping and handling costs and set-up fees paid by the Customer are to be annotated on the quote/invoice as a separate line item.

**8. Leasing**

- A. The Supplier may provide vehicle leasing under this Contract. State agencies are not authorized to lease vehicles without prior approval by the Oklahoma Bond Oversight Committee.

## ATTACHMENT B

### STATE OF OKLAHOMA GENERAL TERMS

This State of Oklahoma General Terms (“General Terms”) is a Contract Document in connection with a Contract awarded by the Office of Management and Enterprise Services on behalf of the State of Oklahoma.

In addition to other terms contained in an applicable Contract Document, Supplier and State agree to the following General Terms:

#### **1 Scope and Contract Renewal**

- 1.1** Supplier may not add products or services to its offerings under the Contract without the State’s prior written approval. Such request may require a competitive bid of the additional products or services. If the need arises for goods or services outside the scope of the Contract, Supplier shall contact the State.
- 1.2** At no time during the performance of the Contract shall the Supplier have the authority to obligate any Customer for payment for any products or services (a) when a corresponding encumbering document is not signed or (b) over and above an awarded Contract amount. Likewise, Supplier is not entitled to compensation for a product or service provided by or on behalf of Supplier that is neither requested nor accepted as satisfactory.
- 1.3** If applicable, prior to any Contract renewal, the State shall subjectively consider the value of the Contract to the State, the Supplier’s performance under the Contract, and shall review certain other factors, including but not limited to the: a) terms and conditions of Contract Documents to determine validity with current State and other applicable statutes and rules; b) current pricing and discounts offered by Supplier; and c) current products, services and support offered by Supplier. If the State determines changes to the Contract are required as a condition precedent to renewal, the State and Supplier will cooperate in good faith to evidence such required changes in an Addendum. Further, any request for a price increase in connection with a renewal or otherwise will be conditioned on the Supplier providing appropriate documentation supporting the request.
- 1.4** The State may extend the Contract for ninety (90) days beyond a final renewal term at the Contract compensation rate for the extended period. If the State exercises such option to extend ninety (90) days, the State shall notify the

Supplier in writing prior to Contract end date. The State, at its sole option and to the extent allowable by law, may choose to exercise subsequent ninety (90) day extensions at the Contract pricing rate, to facilitate the finalization of related terms and conditions of a new award or as needed for transition to a new Supplier.

- 1.5 Supplier understands that supplier registration expires annually and, pursuant to OAC 260:115-3-3, Supplier shall maintain its supplier registration with the State as a precondition to a renewal of the Contract.

## **2 Contract Effectiveness and Order of Priority**

- 2.1 Unless specifically agreed in writing otherwise, the Contract is effective upon the date last signed by the parties. Supplier shall not commence work, commit funds, incur costs, or in any way act to obligate the State until the Contract is effective.
- 2.2 Contract Documents shall be read to be consistent and complementary. Any conflict among the Contract Documents shall be resolved by giving priority to Contract Documents in the following order of precedence:
  - A. any Addendum;
  - B. any applicable Solicitation;
  - C. any Contract-specific State terms contained in a Contract Document including, without limitation, information technology terms and terms specific to a statewide Contract or a State agency Contract;
  - D. the terms contained in this Contract Document;
  - E. any successful Bid as may be amended through negotiation and to the extent the Bid does not otherwise conflict with the Solicitation or applicable law;
  - F. any statement of work, work order, or other similar ordering document as applicable; and
  - G. other mutually agreed Contract Documents.
- 2.3 If there is a conflict between the terms contained in this Contract Document or in Contract-specific terms and an agreement provided by or on behalf of Supplier including but not limited to linked or supplemental documents which alter or diminish the rights of Customer or the State, the conflicting terms provided by Supplier shall not take priority over this Contract Document or

Acquisition-specific terms. In no event will any linked document alter or override such referenced terms except as specifically agreed in an Addendum.

- 2.4 Any Contract Document shall be legibly written in ink or typed. All Contract transactions, and any Contract Document related thereto, may be conducted by electronic means pursuant to the Oklahoma Uniform Electronic Transactions Act.

### 3 **Modification of Contract Terms and Contract Documents**

- 3.1 The Contract may only be modified, amended, or expanded by an Addendum. Any change to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials made unilaterally by the Supplier, is a material breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including without limitation, any unauthorized written Contract modification, shall be void and without effect and the Supplier shall not be entitled to any claim under the Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the Contract.

- 3.2 Any additional terms on an ordering document provided by Supplier are of no effect and are void unless mutually executed. OMES bears no liability for performance, payment or failure thereof by the Supplier or by a Customer other than OMES in connection with an Acquisition.

### 4 **Definitions**

In addition to any defined terms set forth elsewhere in the Contract, the Oklahoma Central Purchasing Act and the Oklahoma Administrative Code, Title 260, the parties agree that, when used in the Contract, the following terms are defined as set forth below and may be used in the singular or plural form:

- 4.1 **Acquisition** means items, products, materials, supplies, services and equipment acquired by purchase, lease purchase, lease with option to purchase, value provided or rental under the Contract.
- 4.2 **Addendum** means a mutually executed, written modification to a Contract Document.
- 4.3 **Amendment** means a written change, addition, correction or revision to the Solicitation.
- 4.4 **Bid** means an offer a Bidder submits in response to the Solicitation.

- 4.5 **Bidder** means an individual or business entity that submits a Bid in response to the Solicitation.
- 4.6 **Contract** means the written, mutually agreed and binding legal relationship resulting from the Contract Documents and an appropriate encumbering document as may be amended from time to time, which evidences the final agreement between the parties with respect to the subject matter of the Contract.
- 4.7 **Contract Document** means this document; any master or enterprise agreement terms entered into between the parties that are mutually agreed to be applicable to the Contract; any Solicitation; any Contract-specific terms; any Supplier's Bid as may be negotiated; any statement of work, work order, or other similar mutually executed ordering document; other mutually executed documents and any Addendum.
- 4.8 **Customer** means the entity receiving goods or services contemplated by the Contract.
- 4.9 **Debarment** means action taken by a debarring official under federal or state law or regulations to exclude any business entity from inclusion on the Supplier list; bidding; offering to bid; providing a quote; receiving an award of contract with the State and may also result in cancellation of existing contracts with the State.
- 4.10 **Destination** means delivered to the receiving dock or other point specified in the applicable Contract Document.
- 4.11 **Indemnified Parties** means the State and Customer and/or its officers, directors, agents, employees, representatives, contractors, assignees and designees thereof.
- 4.12 **Inspection** means examining and testing an Acquisition (including, when appropriate, raw materials, components, and intermediate assemblies) to determine whether the Acquisition meets Contract requirements.
- 4.13 **Moral Rights** means any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.
- 4.14 **OAC** means the Oklahoma Administrative Code.
- 4.15 **OMES** means the Office of Management and Enterprise Services.

- 4.16 Solicitation** means the document inviting Bids for the Acquisition referenced in the Contract and any amendments thereto.
- 4.17 State** means the government of the state of Oklahoma, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the state of Oklahoma.
- 4.18 Supplier** means the Bidder with whom the State enters into the Contract awarded pursuant to the Solicitation or the business entity or individual that is a party to the Contract with the State.
- 4.19 Suspension** means action taken by a suspending official under federal or state law or regulations to suspend a Supplier from inclusion on the Supplier list; be eligible to submit Bids to State agencies and be awarded a contract by a State agency subject to the Central Purchasing Act.
- 4.20 Supplier Confidential Information** means certain confidential and proprietary information of Supplier that is clearly marked as confidential and agreed by the State Purchasing Director or Customer, as applicable, but does not include information excluded from confidentiality in provisions of the Contract or the Oklahoma Open Records Act.
- 4.21 Work Product** means any and all deliverables produced by Supplier under a statement of work or similar Contract Document issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the Contract effective date including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided by or on behalf of Supplier under the Contract and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created,

prepared, developed, invented or conceived for the use of benefit of Customer in connection with this Contract or with funds appropriated by or for Customer or Customer's benefit (a) by any Supplier personnel or Customer personnel or (b) any Customer personnel who then became personnel to Supplier or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Supplier or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

## **5 Pricing**

- 5.1** Pursuant to 68 O.S. §§ 1352, 1356, and 1404, State agencies are exempt from the assessment of State sales, use, and excise taxes. Further, State agencies and political subdivisions of the State are exempt from Federal Excise Taxes pursuant to Title 26 of the United States Code. Any taxes of any nature whatsoever payable by the Supplier shall not be reimbursed.
- 5.2** Pursuant to 74 O.S. §85.40, all travel expenses of Supplier must be included in the total Acquisition price.
- 5.3** The price of a product offered under the Contract shall include and Supplier shall prepay all shipping, packaging, delivery and handling fees. All product deliveries will be free on board Customer's Destination. No additional fees shall be charged by Supplier for standard shipping and handling. If Customer requests expedited or special delivery, Customer may be responsible for any charges for expedited or special delivery.

## **6 Ordering, Inspection, and Acceptance**

- 6.1** Any product or service furnished under the Contract shall be ordered by issuance of a valid purchase order or other appropriate payment mechanism, including a pre-encumbrance. All orders and transactions are governed by the terms and conditions of the Contract. Any purchase order or other applicable payment mechanism dated prior to termination or expiration of the Contract shall be performed unless mutually agreed in writing otherwise.
- 6.2** Services will be performed in accordance with industry best practices and are subject to acceptance by the Customer. Notwithstanding any other provision in the Contract, deemed acceptance of a service or associated deliverable shall not apply automatically upon receipt of a deliverable or upon provision of a service.

Supplier warrants and represents that a product or deliverable furnished by or through the Supplier shall individually, and where specified by Supplier to

perform as a system, be substantially uninterrupted and error-free in operation and guaranteed against faulty material and workmanship for a warranty period of the greater of ninety (90) days from the date of acceptance or the maximum allowed by the manufacturer. A defect in a product or deliverable furnished by or through the Supplier shall be repaired or replaced by Supplier at no additional cost or expense to the Customer if such defect occurs during the warranty period.

Any product to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the Customer at Destination. The Customer assumes no responsibility for a product until accepted by the Customer. Title and risk of loss or damage to a product shall be the responsibility of the Supplier until accepted. The Supplier shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.

Pursuant to OAC 260:115-9-5, payment for an Acquisition does not constitute final acceptance of the Acquisition. If subsequent inspection affirms that the Acquisition does not meet or exceed the specifications of the order or that the Acquisition has a latent defect, the Supplier shall be notified as soon as is reasonably practicable. The Supplier shall retrieve and replace the Acquisition at Supplier's expense or, if unable to replace, shall issue a refund to Customer. Refund under this section shall not be an exclusive remedy.

- 6.3 Supplier shall deliver products and services on or before the required date specified in a Contract Document. Failure to deliver timely may result in liquidated damages as set forth in the applicable Contract Document. Deviations, substitutions, or changes in a product or service, including changes of personnel directly providing services, shall not be made unless expressly authorized in writing by the Customer. Any substitution of personnel directly providing services shall be a person of comparable or greater skills, education and experience for performing the services as the person being replaced. Additionally, Supplier shall provide staff sufficiently experienced and able to perform with respect to any transitional services provided by Supplier in connection with termination or expiration of the Contract.
- 6.4 Product warranty and return policies and terms provided under any Contract Document will not be more restrictive or more costly than warranty and return policies and terms for other similarly situated customers for a like product.

## **7 Invoices and Payment**

7.1 Supplier shall be paid upon submission of a proper invoice(s) at the prices stipulated in the Contract in accordance with 74 O.S. §85.44B which requires that payment be made only after products have been provided and accepted or services rendered and accepted.

The following terms additionally apply:

- A. An invoice shall contain the purchase order number, description of products or services provided and the dates of such provision.
- B. Failure to provide a timely and proper invoice may result in delay of processing the invoice for payment. Proper invoice is defined at OAC 260:10-1-2.
- C. Payment of all fees under the Contract shall be due NET 45 days. Payment and interest on late payments are governed by 62 O.S. §34.72. Such interest is the sole and exclusive remedy for late payments by a State agency and no other late fees are authorized to be assessed pursuant to Oklahoma law.
- D. The date from which an applicable early payment discount time is calculated shall be from the receipt date of a proper invoice. There is no obligation, however, to utilize an early payment discount.
- E. If an overpayment or underpayment has been made to Supplier any subsequent payments to Supplier under the Contract may be adjusted to correct the account. A written explanation of the adjustment will be issued to Supplier.
- F. Supplier shall have no right of setoff.
- G. Because funds are typically dedicated to a particular fiscal year, an invoice will be paid only when timely submitted, which shall in no instance be later than six (6) months after the end of the fiscal year in which the goods are provided or services performed.
- H. Intentionally Omitted.

## 8 Maintenance of Insurance, Payment of Taxes, and Workers' Compensation

8.1 As a condition of this Contract, Supplier shall procure at its own expense, and provide proof of, insurance coverage with the applicable liability limits set forth below and any approved subcontractor of Supplier shall procure and provide proof of the same coverage. The required insurance shall be underwritten by an insurance carrier with an A.M. Best rating of A- or better.

Such proof of coverage shall additionally be provided to the Customer if services will be provided by any of Supplier's employees, agents or subcontractors at any Customer premises and/or employer vehicles will be used in connection with performance of Supplier's obligations under the Contract. Supplier may not commence performance hereunder until such proof has been provided. Additionally, Supplier shall ensure each insurance policy includes a thirty (30) day notice of cancellation and name the State and its agencies as certificate holder and shall promptly provide proof to the State of any renewals, additions, or changes to such insurance coverage. Supplier's obligation to maintain insurance coverage under the Contract is a continuing obligation until Supplier has no further obligation under the Contract. Any combination of primary and excess or umbrella insurance may be used to satisfy the limits of coverage for Commercial General Liability, Auto Liability and Employers' Liability. Unless agreed between the parties and approved by the State Purchasing Director, the minimum acceptable insurance limits of liability are as follows:

- A. Workers' Compensation and Employer's Liability Insurance in accordance with and to the extent required by applicable law;
  - B. Commercial General Liability Insurance covering the risks of personal injury, bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of liability of not less than \$5,000,000 per occurrence;
  - C. Automobile Liability Insurance with limits of liability of not less than \$5,000,000 combined single limit each accident;
  - D. Directors and Officers Insurance which shall include Employment Practices Liability as well as Consultant's Computer Errors and Omissions Coverage, if information technology services are provided under the Contract, with limits not less than \$5,000,000 per occurrence;
  - E. Security and Privacy Liability insurance, including coverage for failure to protect confidential information and failure of the security of Supplier's computer systems that results in unauthorized access to Customer data with limits \$5,000,000 per occurrence; and
  - F. Additional coverage required in writing in connection with a particular Acquisition.
- 8.2 Supplier shall be entirely responsible during the existence of the Contract for the liability and payment of taxes payable by or assessed to Supplier or its employees, agents and subcontractors of whatever kind, in connection with the

Contract. Supplier further agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and Workers' Compensation. Neither Customer nor the State shall be liable to the Supplier, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or Workers' Compensation or any benefit available to a State or Customer employee.

- 8.3** Supplier agrees to indemnify Customer, the State, and its employees, agents, representatives, contractors, and assignees for any and all liability, actions, claims, demands, or suits, and all related costs and expenses (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) relating to tax liability, unemployment insurance and/or Workers' Compensation in connection with its performance under the Contract.

## **9 Compliance with Applicable Laws**

- 9.1** As long as Supplier has an obligation under the terms of the Contract and in connection with performance of its obligations, the Supplier represents its present compliance, and shall have an ongoing obligation to comply, with all applicable federal, State, and local laws, rules, regulations, ordinances, and orders, as amended, including but not limited to the following:

- A.** Drug-Free Workplace Act of 1988 set forth at 41 U.S.C. §81.
- B.** Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations which prohibit the use of facilities included on the EPA List of Violating Facilities under nonexempt federal contracts, grants or loans;
- C.** Prospective participant requirements set at 45 C.F.R. part 76 in connection with Debarment, Suspension and other responsibility matters;
- D.** 1964 Civil Rights Act, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, and Executive Orders 11246 and 11375;
- E.** Anti-Lobbying Law set forth at 31 U.S.C. §1325 and as implemented at 45 C.F.R. part 93;

- F. Requirements of Internal Revenue Service Publication 1075 regarding use, access and disclosure of Federal Tax Information (as defined therein);
  - G. Obtaining certified independent audits conducted in accordance with Government Auditing Standards and Office of Management and Budget Uniform Guidance, 2 CFR 200 Subpart F §200.500 et seq. with approval and work paper examination rights of the applicable procuring entity;
  - H. Requirements of the Oklahoma Taxpayer and Citizen Protection Act of 2007, 25 O.S. §1312 and applicable federal immigration laws and regulations and be registered and participate in the Status Verification System. The Status Verification System is defined at 25 O.S. §1312, includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security, and is available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify);
  - I. Requirements of the Health Insurance Portability and Accountability Act of 1996; Health Information Technology for Economic and Clinical Health Act; Payment Card Industry Security Standards; Criminal Justice Information System Security Policy and Security Addendum; and Family Educational Rights and Privacy Act; and
  - J. Be registered as a business entity licensed to do business in the State, have obtained a sales tax permit, and be current on franchise tax payments to the State, as applicable.
- 9.2 The Supplier's employees, agents and subcontractors shall adhere to applicable Customer policies including, but not limited to acceptable use of Internet and electronic mail, facility and data security, press releases, and public relations. As applicable, the Supplier shall adhere to the State Information Security Policy, Procedures, Guidelines set forth at [https://omes.ok.gov/sites/g/files/gmc316/f/InfoSecPPG\\_0.pdf](https://omes.ok.gov/sites/g/files/gmc316/f/InfoSecPPG_0.pdf). Supplier is responsible for reviewing and relaying such policies covering the above to the Supplier's employees, agents and subcontractors.
- 9.3 At no additional cost to Customer, the Supplier shall maintain all applicable licenses and permits required in association with its obligations under the Contract.
- 9.4 In addition to compliance under subsection 9.1 above, Supplier shall have a continuing obligation to comply with applicable Customer-specific mandatory

contract provisions required in connection with the receipt of federal funds or other funding source.

- 9.5** The Supplier is responsible to review and inform its employees, agents, and subcontractors who provide a product or perform a service under the Contract of the Supplier's obligations under the Contract and Supplier certifies that its employees and each such subcontractor shall comply with minimum requirements and applicable provisions of the Contract. At the request of the State, Supplier shall promptly provide adequate evidence that such persons are its employees, agents or approved subcontractors and have been informed of their obligations under the Contract.
- 9.6** As applicable, Supplier agrees to comply with the Governor's Executive Orders related to the use of any tobacco product, electronic cigarette or vaping device on any and all properties owned, leased, or contracted for use by the State, including but not limited to all buildings, land and vehicles owned, leased, or contracted for use by agencies or instrumentalities of the State.
- 9.7** The execution, delivery and performance of the Contract and any ancillary documents by Supplier will not, to the best of Supplier's knowledge, violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, any written contract or other instrument between Supplier and any third party.
- 9.8** Supplier represents that it has the ability to pay its debts when due and it does not anticipate the filing of a voluntary or involuntary bankruptcy petition or appointment of a receiver, liquidator or trustee.
- 9.9** Supplier represents that, to the best of its knowledge, any litigation or claim or any threat thereof involving Supplier has been disclosed in writing to the State and Supplier is not aware of any other litigation, claim or threat thereof.
- 9.10** If services provided by Supplier include delivery of an electronic communication, Supplier shall ensure such communication and any associated support documents are compliant with Section 508 of the Federal Rehabilitation Act and with State standards regarding accessibility. Should any communication or associated support documents be non-compliant, Supplier shall correct and re-deliver such communication immediately upon discovery or notice, at no additional cost to the State. Additionally, as part of compliance with accessibility requirements where documents are only provided in non-electronic format, Supplier shall promptly provide such communication and any associated support documents in an alternate format

usable by individuals with disabilities upon request and at no additional cost, which may originate from an intended recipient or from the State.

## **10 Audits and Records Clause**

- 10.1** As used in this clause and pursuant to 67 O.S. §203, “record” includes a document, book, paper, photograph, microfilm, computer tape, disk, record, sound recording, film recording, video record, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. Supplier agrees any pertinent federal or State agency or governing entity of a Customer shall have the right to examine and audit, at no additional cost to a Customer, all records relevant to the execution and performance of the Contract except, unless otherwise agreed, costs of Supplier that comprise pricing under the Contract.
- 10.2** The Supplier is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion or termination of an Acquisition unless otherwise indicated in the Contract terms. If a claim, audit, litigation or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.
- 10.3** Pursuant to 74 O.S. §85.41, if professional services are provided hereunder, all items of the Supplier that relate to the professional services are subject to examination by the State agency, State Auditor and Inspector and the State Purchasing Director.

## **11 Confidentiality**

- 11.1** The Supplier shall maintain strict security of all State and citizen data and records entrusted to it or to which the Supplier gains access, in accordance with and subject to applicable federal and State laws, rules, regulations, and policies and shall use any such data and records only as necessary for Supplier to perform its obligations under the Contract. The Supplier further agrees to evidence such confidentiality obligation in a separate writing if required under such applicable federal or State laws, rules and regulations. The Supplier warrants and represents that such information shall not be sold, assigned, conveyed, provided, released, disseminated or otherwise disclosed by Supplier, its employees, officers, directors, subsidiaries, affiliates, agents, representatives, assigns, subcontractors, independent contractors, successor or any other persons or entities without Customer’s prior express written

permission. Supplier shall instruct all such persons and entities that the confidential information shall not be disclosed or used without the Customer's prior express written approval except as necessary for Supplier to render services under the Contract. The Supplier further warrants that it has a tested and proven system in effect designed to protect all confidential information.

- 11.2** Supplier shall establish, maintain and enforce agreements with all such persons and entities that have access to State and citizen data and records to fulfill Supplier's duties and obligations under the Contract and to specifically prohibit any sale, assignment, conveyance, provision, release, dissemination or other disclosure of any State or citizen data or records except as required by law or allowed by written prior approval of the Customer.
- 11.3** Supplier shall immediately report to the Customer any and all unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State or citizen data or records of which it or its parent company, subsidiaries, affiliates, employees, officers, directors, assignees, agents, representatives, independent contractors, and subcontractors is aware or have knowledge or reasonable should have knowledge. The Supplier shall also promptly furnish to Customer full details of the unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination, or attempt thereof, and use its best efforts to assist the Customer in investigating or preventing the reoccurrence of such event in the future. The Supplier shall cooperate with the Customer in connection with any litigation and investigation deemed necessary by the Customer to protect any State or citizen data and records and shall bear all costs associated with the investigation, response and recovery in connection with any breach of State or citizen data or records including but not limited to credit monitoring services with a term of at least three (3) years, all notice-related costs and toll free telephone call center services.
- 11.4** Supplier further agrees to promptly prevent a reoccurrence of any unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of State or citizen data and records.
- 11.5** Supplier acknowledges that any improper use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State data or records to others may cause immediate and irreparable harm to the Customer and certain beneficiaries and may violate state or federal laws and regulations. If the Supplier or its affiliates, parent company, subsidiaries, employees, officers, directors, assignees, agents,

representatives, independent contractors, and subcontractors improperly use, appropriate, sell, assign, convey, provide, release, access, acquire, disclose or otherwise disseminate such confidential information to any person or entity in violation of the Contract, the Customer will immediately be entitled to injunctive relief and/or any other rights or remedies available under this Contract, at equity or pursuant to applicable statutory, regulatory, and common law without a cure period.

**11.6** The Supplier shall immediately forward to the State Purchasing Director, and any other applicable person listed in the Notices section(s) of the Contract, any request by a third party for data or records in the possession of the Supplier or any subcontractor or to which the Supplier or subcontractor has access and Supplier shall fully cooperate with all efforts to protect the security and confidentiality of such data or records in response to a third party request.

**11.7** Customer may be provided access to Supplier Confidential Information. State agencies are subject to the Oklahoma Open Records Act and Supplier acknowledges information marked confidential information will be disclosed to the extent permitted under the Open Records Act and in accordance with this section. Nothing herein is intended to waive the State Purchasing Director's authority under OAC 260:115-3-9 in connection with Bid information requested to be held confidential by a Bidder. Notwithstanding the foregoing, Supplier Confidential Information shall not include information that: (i) is or becomes generally known or available by public disclosure, commercial use or otherwise and is not in contravention of this Contract; (ii) is known and has been reduced to tangible form by the receiving party before the time of disclosure for the first time under this Contract and without other obligations of confidentiality; (iii) is independently developed without the use of any of Supplier Confidential Information; (iv) is lawfully obtained from a third party (without any confidentiality obligation) who has the right to make such disclosure or (v) résumé, pricing or marketing materials provided to the State. In addition, the obligations in this section shall not apply to the extent that the applicable law or regulation requires disclosure of Supplier Confidential Information, provided that the Customer provides reasonable written notice, pursuant to Contract notice provisions, to the Supplier so that the Supplier may promptly seek a protective order or other appropriate remedy.

## **12 Conflict of Interest**

In addition to any requirement of law or of a professional code of ethics or conduct, the Supplier, its employees, agents and subcontractors are required to disclose any outside activity or interest that conflicts or may conflict with the best interest of the State. Prompt disclosure is required under this section if the activity or interest is

related, directly or indirectly, to any person or entity currently under contract with or seeking to do business with the State, its employees or any other third-party individual or entity awarded a contract with the State. Further, as long as the Supplier has an obligation under the Contract, any plan, preparation or engagement in any such activity or interest shall not occur without prior written approval of the State. Any conflict of interest shall, at the sole discretion of the State, be grounds for partial or whole termination of the Contract.

### **13 Assignment and Permitted Subcontractors**

**13.1** Supplier's obligations under the Contract may not be assigned or transferred to any other person or entity without the prior written consent of the State which may be withheld at the State's sole discretion. Should Supplier assign its rights to payment, in whole or in part, under the Contract, Supplier shall provide the State and all affected Customers with written notice of the assignment. Such written notice shall be delivered timely and contain details sufficient for affected Customers to perform payment obligations without any delay caused by the assignment.

**13.2** Notwithstanding the foregoing, the Contract may be assigned by Supplier to any corporation or other entity in connection with a merger, consolidation, sale of all equity interests of the Supplier, or a sale of all or substantially all of the assets of the Supplier to which the Contract relates. In any such case, said corporation or other entity shall by operation of law or expressly in writing assume all obligations of the Supplier as fully as if it had been originally made a party to the Contract. Supplier shall give the State and all affected Customers prior written notice of said assignment. Any assignment or delegation in violation of this subsection shall be void.

**13.3** If the Supplier is permitted to utilize subcontractors in support of the Contract, the Supplier shall remain solely responsible for its obligations under the terms of the Contract, for its actions and omissions and those of its agents, employees and subcontractors and for payments to such persons or entities. Prior to a subcontractor being utilized by the Supplier, the Supplier shall obtain written approval of the State of such subcontractor and each employee, as applicable to a particular Acquisition, of such subcontractor proposed for use by the Supplier. Such approval is within the sole discretion of the State. Any proposed subcontractor shall be identified by entity name, and by employee name, if required by the particular Acquisition, in the applicable proposal and shall include the nature of the services to be performed. As part of the approval request, the Supplier shall provide a copy of a written agreement executed by the Supplier and subcontractor setting forth that such subcontractor is bound by and agrees, as applicable, to perform the same covenants and be subject to

the same conditions and make identical certifications to the same facts and criteria, as the Supplier under the terms of all applicable Contract Documents. Supplier agrees that maintaining such agreement with any subcontractor and obtaining prior written approval by the State of any subcontractor and associated employees shall be a continuing obligation. The State further reserves the right to revoke approval of a subcontractor or an employee thereof in instances of poor performance, misconduct or for other similar reasons.

**13.4** All payments under the Contract shall be made directly to the Supplier, except as provided in subsection A above regarding the Supplier's assignment of payment. No payment shall be made to the Supplier for performance by unapproved or disapproved employees of the Supplier or a subcontractor.

**13.5** Rights and obligations of the State or a Customer under the terms of this Contract may be assigned or transferred, at no additional cost, to other Customer entities.

#### **14 Background Checks and Criminal History Investigations**

Prior to the commencement of any services, background checks and criminal history investigations of the Supplier's employees and subcontractors who will be providing services may be required and, if so, the required information shall be provided to the State in a timely manner. Supplier's access to facilities, data and information may be withheld prior to completion of background verification acceptable to the State. The costs of additional background checks beyond Supplier's normal hiring practices shall be the responsibility of the Customer unless such additional background checks are required solely because Supplier will not provide results of its otherwise acceptable normal background checks; in such an instance, Supplier shall pay for the additional background checks. Supplier will coordinate with the State and its employees to complete the necessary background checks and criminal history investigations. Should any employee or subcontractor of the Supplier who will be providing services under the Contract not be acceptable as a result of the background check or criminal history investigation, the Customer may require replacement of the employee or subcontractor in question and, if no suitable replacement is made within a reasonable time, terminate the purchase order or other payment mechanism associated with the project or services.

#### **15 Patents and Copyrights**

Without exception, a product or deliverable price shall include all royalties or costs owed by the Supplier to any third party arising from the use of a patent, intellectual property, copyright or other property right held by such third party. Should any third party threaten or make a claim that any portion of a product or service provided by Supplier under the Contract infringes that party's patent, intellectual property,

copyright or other property right, Supplier shall enable each affected Customer to legally continue to use, or modify for use, the portion of the product or service at issue or replace such potentially infringing product, or re-perform or redeliver in the case of a service, with at least a functional non-infringing equivalent. Supplier's duty under this section shall extend to include any other product or service rendered materially unusable as intended due to replacement or modification of the product or service at issue. If the Supplier determines that none of these alternatives are reasonably available, the State shall return such portion of the product or deliverable at issue to the Supplier, upon written request, in exchange for a refund of the price paid for such returned goods as well as a refund or reimbursement, if applicable, of the cost of any other product or deliverable rendered materially unusable as intended due to removal of the portion of product or deliverable at issue. Any remedy provided under this section is not an exclusive remedy and is not intended to operate as a waiver of legal or equitable remedies because of acceptance of relief provided by Supplier.

## **16 Indemnification**

### **16.1 Acts or Omissions**

- A.** Supplier shall defend and indemnify the Indemnified Parties, as applicable, for any and all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising out of, or resulting from any action or claim for bodily injury, death, or property damage brought against any of the Indemnified parties to the extent arising from any negligent act or omission or willful misconduct of the Supplier or its agents, employees, or subcontractors in the execution or performance of the Contract.
- B.** To the extent Supplier is found liable for loss, damage, or destruction of any property of Customer due to negligence, misconduct, wrongful act, or omission on the part of the Supplier, its employees, agents, representatives, or subcontractors, the Supplier and Customer shall use best efforts to mutually negotiate an equitable settlement amount to repair or replace the property unless such loss, damage or destruction is of such a magnitude that repair or replacement is not a reasonable option. Such amount shall be invoiced to, and is payable by, Supplier sixty (60) calendar days after the date of Supplier's receipt of an invoice for the negotiated settlement amount.

### **16.2 Infringement**

Supplier shall indemnify the Indemnified Parties, as applicable, for all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising from or in connection with Supplier's breach of its representations and warranties in the Contract or alleged infringement of any patent, intellectual property, copyright or other property right in connection with a product or service provided under the Contract. Supplier's duty under this section is reduced to the extent a claimed infringement results from: (a) a Customer's or user's content; (b) modifications by Customer or third party to a product delivered under the Contract or combinations of the product with any non-Supplier-provided services or products unless Supplier recommended or participated in such modification or combination; (c) use of a product or service by Customer in violation of the Contract unless done so at the direction of Supplier, or (d) a non-Supplier product that has not been provided to the State by, through or on behalf of Supplier as opposed to its combination with products Supplier provides to or develops for the State or a Customer as a system.

### **16.3 Notice and Cooperation**

In connection with indemnification obligations under the Contract, the parties agree to furnish prompt written notice to each other of any third-party claim. Any Customer affected by the claim will reasonably cooperate with Supplier and defense of the claim to the extent its interests are aligned with Supplier. Supplier shall use counsel reasonably experienced in the subject matter at issue and will not settle a claim without the written consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim against Indemnified Parties that are not a State agency, where relief against the Indemnified Parties is limited to monetary damages that are paid by the defending party under indemnification provisions of the Contract.

### **16.4 Coordination of Defense**

In connection with indemnification obligations under the Contract, when a State agency is a named defendant in any filed or threatened lawsuit, the defense of the State agency shall be coordinated by the Attorney General of Oklahoma, or the Attorney General may authorize the Supplier to control the defense and any related settlement negotiations; provided, however, Supplier shall not agree to any settlement of claims against the State without obtaining advance written concurrence from the Attorney General. If the Attorney General does not authorize sole control of the defense and settlement negotiations to Supplier, Supplier shall have authorization to equally

participate in any proceeding related to the indemnity obligation under the Contract and shall remain responsible to indemnify the applicable Indemnified Parties.

## **16.5 Limitation of Liability**

- A.** With respect to any claim or cause of action arising under or related to the Contract, neither the State nor any Customer shall be liable to Supplier for lost profits, lost sales or business expenditures, investments, or commitments in connection with any business, loss of any goodwill, or for any other indirect, incidental, punitive, special or consequential damages, even if advised of the possibility of such damages.
- B.** Notwithstanding anything to the contrary in the Contract, no provision shall limit damages, expenses, costs, actions, claims, and liabilities arising from or related to property damage, bodily injury or death caused by Supplier or its employees, agents or subcontractors; indemnity, security or confidentiality obligations under the Contract; the bad faith, negligence, intentional misconduct or other acts for which applicable law does not allow exemption from liability of Supplier or its employees, agents or subcontractors.
- C.** The limitation of liability and disclaimers set forth in the Contract will apply regardless of whether Customer has accepted a product or service. The parties agree that Supplier has set its fees and entered into the Contract in reliance on the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties and form an essential basis of the bargain between the parties. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.

## **17 Termination for Funding Insufficiency**

- 17.1** Notwithstanding anything to the contrary in any Contract Document, the State may terminate the Contract in whole or in part if funds sufficient to pay obligations under the Contract are not appropriated or received from an intended third-party funding source. In the event of such insufficiency, Supplier will be provided at least fifteen (15) calendar days' written notice of termination. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated. The determination by the State of insufficient funding shall be accepted by, and shall be final and binding on, the Supplier.

- 17.2 Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contractor certain obligations are terminated shall be refunded.
- 17.3 The State's exercise of its right to terminate the Contract under this section shall not be considered a default or breach under the Contract or relieve the Supplier of any liability for claims arising under the Contract.

## **18 Termination for Cause**

- 18.1 Supplier may terminate the Contract if (i) it has provided the State with written notice of material breach and (ii) the State fails to cure such material breach within thirty (30) days of receipt of written notice. If there is more than one Customer, material breach by a Customer does not give rise to a claim of material breach as grounds for termination by Supplier of the Contract as a whole. The State may terminate the Contract in whole or in part if (i) it has provided Supplier with written notice of material breach, and (ii) Supplier fails to cure such material breach within thirty (30) days of receipt of written notice. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated.
- 18.2 The State may terminate the Contract in whole or in part immediately without a thirty (30) day written notice to Supplier if (i) Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract; (ii) Supplier's material breach is reasonably determined to be an impediment to the function of the State and detrimental to the State or to cause a condition precluding the thirty (30) day notice or (iii) when the State determines that an administrative error in connection with award of the Contract occurred prior to Contract performance.
- 18.3 Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence

of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Such termination is not an exclusive remedy but is in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded. Termination of the Contract under this section, in whole or in part, shall not relieve the Supplier of liability for claims arising under the Contract.

- 18.4** The Supplier's repeated failure to provide an acceptable product or service; Supplier's unilateral revision of linked or supplemental terms that have a materially adverse impact on a Customer's rights or obligations under the Contract (except as required by a governmental authority); actual or anticipated failure of Supplier to perform its obligations under the Contract; Supplier's inability to pay its debts when due; assignment for the benefit of Supplier's creditors; or voluntary or involuntary appointment of a receiver or filing of bankruptcy of Supplier shall constitute a material breach of the Supplier's obligations, which may result in partial or whole termination of the Contract. This subsection is not intended as an exhaustive list of material breach conditions. Termination may also result from other instances of failure to adhere to the Contract provisions and for other reasons provided for by applicable law, rules or regulations; without limitation, OAC 260:115-9-9 is an example.

## **19 Termination for Convenience**

- 19.1** The State may terminate the Contract, in whole or in part, for convenience if it is determined that termination is in the State's best interest. In the event of a termination for convenience, Supplier will be provided at least thirty (30) days' written notice of termination. Any partial termination of the Contract shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that remain in effect.
- 19.2** Upon receipt of notice of such termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but

there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded. Termination of the Contract under this section, in whole or in part, shall not relieve the Supplier of liability for claims arising under the Contract.

## **20 Suspension of Supplier**

**20.1** Supplier may be subject to Suspension without advance notice and may additionally be suspended from activities under the Contract if Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract.

**20.2** Upon receipt of a notice pursuant to this section, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to receipt of notice by Supplier, the Suspension does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract during a period of Suspension or suspended activity or for any damages or other amounts caused by or associated with such Suspension or suspended activity. A right exercised under this section shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees attributable to a period of Suspension or suspended activity shall be refunded.

**20.3** Such Suspension may be removed, or suspended activity may resume, at the earlier of such time as a formal notice is issued that authorizes the resumption of performance under the Contract or at such time as a purchase order or other appropriate encumbrance document is issued. This subsection is not intended to operate as an affirmative statement that such resumption will occur.

## **21 Certification Regarding Debarment, Suspension, and Other Responsibility Matters**

The certification made by Supplier with respect to Debarment, Suspension, certain indictments, convictions, civil judgments and terminated public contracts is a material representation of fact upon which reliance was placed when entering into the Contract.

A determination that Supplier knowingly rendered an erroneous certification, in addition to other available remedies, may result in whole or partial termination of the Contract for Supplier's default. Additionally, Supplier shall promptly provide written notice to the State Purchasing Director if the certification becomes erroneous due to changed circumstances.

**22 Certification Regarding State Employees Prohibition From Fulfilling Services**

Pursuant to 74 O.S. § 85.42, the Supplier certifies that no person involved in any manner in development of the Contract employed by the State shall be employed to fulfill any services provided under the Contract.

**23 Force Majeure**

**23.1** Either party shall be temporarily excused from performance to the extent delayed as a result of unforeseen causes beyond its reasonable control including fire or other similar casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority provided the party experiencing the force majeure event has prudently and promptly acted to take any and all steps within the party's control to ensure continued performance and to shorten duration of the event. If a party's performance of its obligations is materially hindered as a result of a force majeure event, such party shall promptly notify the other party of its best reasonable assessment of the nature and duration of the force majeure event and steps it is taking, and plans to take, to mitigate the effects of the force majeure event. The party shall use commercially reasonable best efforts to continue performance to the extent possible during such event and resume full performance as soon as reasonably practicable.

**23.2** Subject to the conditions set forth above, non-performance as a result of a force majeure event shall not be deemed a default. However, a purchase order or other payment mechanism may be terminated if Supplier cannot cause delivery of a product or service in a timely manner to meet the business needs of Customer. Supplier is not entitled to payment for products or services not received and, therefore, amounts payable to Supplier during the force majeure event shall be equitably adjusted downward.

**23.3** Notwithstanding the foregoing or any other provision in the Contract, (i) the following are not a force majeure event under the Contract: (a) shutdowns, disruptions or malfunctions in Supplier's system or any of Supplier's telecommunication or internet services other than as a result of general and widespread internet or telecommunications failures that are not limited to Supplier's systems or (b) the delay or failure of Supplier or subcontractor personnel to perform any obligation of Supplier hereunder unless such delay

or failure to perform is itself by reason of a force majeure event and (ii) no force majeure event modifies or excuses Supplier's obligations related to confidentiality, indemnification, data security or breach notification obligations set forth herein.

## **24 Security of Property and Personnel**

In connection with Supplier's performance under the Contract, Supplier may have access to Customer personnel, premises, data, records, equipment and other property. Supplier shall use commercially reasonable best efforts to preserve the safety and security of such personnel, premises, data, records, equipment, and other property of Customer. Supplier shall be responsible for damage to such property to the extent such damage is caused by its employees or subcontractors and shall be responsible for loss of Customer property in its possession, regardless of cause. If Supplier fails to comply with Customer's security requirements, Supplier is subject to immediate suspension of work as well as termination of the associated purchase order or other payment mechanism.

## **25 Notices**

All notices, approvals or requests allowed or required by the terms of any Contract Document shall be in writing, reference the Contract with specificity and deemed delivered upon receipt or upon refusal of the intended party to accept receipt of the notice. In addition to other notice requirements in the Contract and the designated Supplier contact provided in a successful Bid, notices shall be sent to the State at the physical address set forth below. Notice information may be updated in writing to the other party as necessary. Notwithstanding any other provision of the Contract, confidentiality, breach and termination-related notices shall not be delivered solely via e-mail.

### **If sent to the State:**

State Purchasing Director  
2401 North Lincoln Boulevard, Suite 116  
Oklahoma City, Oklahoma 73105

### **With a copy, which shall not constitute notice, to:**

Purchasing Division Deputy General Counsel  
2401 North Lincoln Boulevard, Suite 116  
Oklahoma City, Oklahoma 73105

## **26 Miscellaneous**

### **26.1 Choice of Law and Venue**

Any claim, dispute, or litigation relating to the Contract Documents, in the singular or in the aggregate, shall be governed by the laws of the State without regard to application of choice of law principles. Pursuant to 74 O.S. §85.14, where federal granted funds are involved, applicable federal laws, rules and regulations shall govern to the extent necessary to insure benefit of such federal funds to the State. Venue for any action, claim, dispute, or litigation relating in any way to the Contract Documents, shall be in Oklahoma County, Oklahoma.

**26.2 No Guarantee of Products or Services Required**

The State shall not guarantee any minimum or maximum amount of Supplier products or services required under the Contract.

**26.3 Employment Relationship**

The Contract does not create an employment relationship. Individuals providing products or performing services pursuant to the Contract are not employees of the State or Customer and, accordingly are not eligible for any rights or benefits whatsoever accruing to such employees.

**26.4 Transition Services**

If transition services are needed at the time of Contract expiration or termination, Supplier shall provide such services on a month-to-month basis, at the contract rate or other mutually agreed rate. Supplier shall provide a proposed transition plan, upon request, and cooperate with any successor supplier and with establishing a mutually agreeable transition plan. Failure to cooperate may be documented as poor performance of Supplier.

**26.5 Publicity**

The existence of the Contract or any Acquisition is in no way an endorsement of Supplier, the products or services and shall not be so construed by Supplier in any advertising or publicity materials. Supplier agrees to submit to the State all advertising, sales, promotion, and other publicity matters relating to the Contract wherein the name of the State or any Customer is mentioned or language used from which, in the State's judgment, an endorsement may be inferred or implied. Supplier further agrees not to publish or use such advertising, sales promotion, or publicity matter or release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the Contract or any Acquisition hereunder without obtaining the prior written approval of the State.

## **26.6 Open Records Act**

Supplier acknowledges that all State agencies and certain other Customers are subject to the Oklahoma Open Records Act set forth at 51 O.S. §24A-1 *et seq.* Supplier also acknowledges that compliance with the Oklahoma Open Records Act and all opinions of the Oklahoma Attorney General concerning the Act is required.

## **26.7 Failure to Enforce**

Failure by the State or a Customer at any time to enforce a provision of, or exercise a right under, the Contract shall not be construed as a waiver of any such provision. Such failure to enforce or exercise shall not affect the validity of any Contract Document, or any part thereof, or the right of the State or a Customer to enforce any provision of, or exercise any right under, the Contract at any time in accordance with its terms. Likewise, a waiver of a breach of any provision of a Contract Document shall not affect or waive a subsequent breach of the same provision or a breach of any other provision in the Contract.

## **26.8 Mutual Responsibilities**

- A. No party to the Contract grants the other the right to use any trademarks, trade names, other designations in any promotion or publication without the express written consent by the other party.
- B. The Contract is a non-exclusive contract and each party is free to enter into similar agreements with others.
- C. The Customer and Supplier each grant the other only the licenses and rights specified in the Contract and all other rights and interests are expressly reserved.
- D. The Customer and Supplier shall reasonably cooperate with each other and any Supplier to which the provision of a product and/or service under the Contract may be transitioned after termination or expiration of the Contract.
- E. Except as otherwise set forth herein, where approval, acceptance, consent, or similar action by a party is required under the Contract, such action shall not be unreasonably delayed or withheld.

## **26.9 Invalid Term or Condition**

To the extent any term or condition in the Contract conflicts with a compulsory applicable State or United States law or regulation, such Contract term or

condition is void and unenforceable. By executing any Contract Document which contains a conflicting term or condition, no representation or warranty is made regarding the enforceability of such term or condition. Likewise, any applicable State or federal law or regulation which conflicts with the Contract or any non-conflicting applicable State or federal law or regulation is not waived.

#### **26.10 Severability**

If any provision of a Contract Document, or the application of any term or condition to any party or circumstances, is held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable and the application of such provision to other parties or circumstances shall remain valid and in full force and effect. If a court finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

#### **26.11 Section Headings**

The headings used in any Contract Document are for convenience only and do not constitute terms of the Contract.

#### **26.12 Sovereign Immunity**

Notwithstanding any provision in the Contract, the Contract is entered into subject to the State's Constitution, statutes, common law, regulations, and the doctrine of sovereign immunity, none of which are waived by the State nor any other right or defense available to the State.

#### **26.13 Survival**

As applicable, performance under all license, subscription, service agreements, statements of work, transition plans and other similar Contract Documents entered into between the parties under the terms of the Contract shall survive Contract expiration. Additionally, rights and obligations under the Contract which by their nature should survive including, without limitation, certain payment obligations invoiced prior to expiration or termination; confidentiality obligations; security incident and data breach obligations and indemnification obligations, remain in effect after expiration or termination of the Contract.

#### **26.14 Entire Agreement**

The Contract Documents taken together as a whole constitute the entire agreement between the parties. No statement, promise, condition,

understanding, inducement or representation, oral or written, expressed or implied, which is not contained in a Contract Document shall be binding or valid. The Supplier's representations and certifications, including any completed electronically, are incorporated by reference into the Contract.

#### **26.15 Gratuities**

The Contract may be immediately terminated, in whole or in part, by written notice if it is determined that the Supplier, its employee, agent, or another representative violated any federal, State or local law, rule or ordinance by offering or giving a gratuity to any State employee directly involved in the Contract. In addition, Suspension or Debarment of the Supplier may result from such a violation.

#### **26.16 Import/Export Controls**

Neither party will use, distribute, transfer or transmit any equipment, services, software or technical information provided under the Contract (even if incorporated into other products) except in compliance with all applicable import and export laws, conventions and regulations.

## ATTACHMENT C

### OKLAHOMA STATEWIDE CONTRACT TERMS

#### 1. Statewide Contract Type

- 1.1 The Contract is a mandatory contract.
- 1.2 The Contract is a firm, fixed price contract for indefinite delivery and quantity for the Acquisitions available under the Contract.

#### 2. Orders and Addendums

- 2.1 Unless mutually agreed in writing otherwise, orders shall be placed directly with the Supplier by issuance of written purchase orders or by Purchase Card by state agencies and other authorized entities. All orders are subject to the Contract terms and any order dated prior to Contract expiration shall be performed. Delivery to multiple destinations may be required.
- 2.2 Any ordering document shall be effective between Supplier and the Customer only and shall not be an Addendum to the Contract in its entirety or apply to any Acquisition by another Customer.
- 2.3 Additional terms added to a Contract Document by a Customer shall be effective if the additional terms do not conflict with the General Terms and are acceptable to Supplier. However, an Addendum to the Contract shall be signed by the State Purchasing Director or designee. Regarding information technology and telecommunications contracts, pursuant to 62 O.S., §34.11.1, the Chief Information Officer acts as the Information Technology and Telecommunications Purchasing Director.

#### 3. Termination for Funding Insufficiency

In addition to Contract terms relating to termination due to insufficient funding, a Customer may terminate any purchase order or other payment mechanism if funds sufficient to pay obligations under the Contract are not appropriated or received from an intended third-party funding source. The determination by the Customer of insufficient funding shall be accepted by, and shall be final and binding on, the Supplier.

#### **4. Termination for Cause**

In addition to Contract terms relating to termination for cause, a customer may terminate its obligations, in whole or in part, to Supplier if it has provided Supplier with written notice of material breach and Supplier fails to cure such material breach within thirty (30) days of receipt of written notice. The Customer may also terminate a purchase order or other payment mechanism or Supplier's activities under the Contract immediately without a thirty (30) day written notice to Supplier, if Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements if such non-compliance relates or may relate to Supplier provision of products or services to the Customer or if Supplier's material breach is reasonably determined (i) to be an impediment to the function of the Customer and detrimental to the Customer, or (ii) when conditions preclude the thirty (30) day notice.

#### **5. Termination for Convenience**

In addition to any termination for convenience provisions in the Contract, a Customer may terminate a purchase order or other payment mechanism for convenience if it is determined that termination is in the Customer's best interest. Supplier will be provided at least thirty (30) days' written notice of termination.

#### **6. Contract Management Fee and Usage Report**

**6.1** Pursuant to 74 O.S. § 85.33A, the State assesses a contract management fee on all Acquisitions under a statewide contract. The payment of such fee will be calculated for all Acquisitions, net of returns and the Supplier has no right of setoff against such fee regardless of the payment status of any Customer or any aggregate accounts receivable percentage. Supplier acknowledges and agrees that all prices quoted under any statewide contract shall include the contract management fee and the contract management fee shall not be reflected as a separate line item in Supplier's billing. The State reserves the right to change this fee upward or downward upon sixty (60) calendar days' written notice to Supplier without further requirement for an Addendum.

**6.2** While Supplier is the awardee of a statewide contract, Acquisitions that occur under the terms of the statewide contract are subject to a one percent (1%) contract management fee to be paid by Supplier. Supplier shall submit a Contract Usage Report on a quarterly basis for each contract

using a form provided by the State and such report shall include applicable information for each transaction. Reports shall include usage of the statewide contract by every Customer during the applicable quarter. A singular report provided late will not be considered a breach of the statewide contract; provided, however, repeated failure to submit accurate quarterly usage reports and submit timely payments may result in suspension or termination, in whole or in part, of the Contract.

**6.3** All Contract Usage Reports shall meet the following criteria:

- i. Electronic submission in Microsoft Excel format to [strategic.sourcing@omes.ok.gov](mailto:strategic.sourcing@omes.ok.gov);
- ii. Quarterly submission regardless of whether there were Acquisitions under the Contract during the applicable quarterly reporting period;
- iii. Submission no later than forty-five (45) days following the end of each calendar quarter;
- iv. Contract quarterly reporting periods shall be as follows:
  - a. January 01 through March 31;
  - b. April 01 through June 30;
  - c. July 01 through September 30; and
  - d. October 01 through December 31.
- v. Reports must include the following information:
  - a. Procuring entity;
  - b. Order date;
  - c. Purchase Order number or note that the Acquisition was paid by Purchase Card;
  - d. City in which products or services were received or specific office or subdivision title;
  - e. Product manufacturer or type of service;
  - f. Manufacturer item number, if applicable;
  - g. Product description;

- h. General product category, if applicable;
- i. Quantity;
- j. Unit list price or MSRP, as applicable;
- k. Unit price charged to the purchasing entity; and
- l. Other Contract usage information requested by the State.

6.4 Payment of the contract management fee shall be delivered to the following address within forty-five (45) calendar days after the end of each quarterly reporting period:

State of Oklahoma  
Office of Management and Enterprise Services, Central Purchasing  
Will Rogers Building  
2401 North Lincoln Boulevard, Suite 116  
Oklahoma City, Oklahoma 73105

To ensure payment is properly accounted for, Supplier shall provide the following information with payment: (i) reference to the applicable Contract Usage Report and quarterly reporting period and (ii) the applicable statewide contract number(s) and the amount of the contract management fee being paid for each contract number.

## **ATTACHMENT E**

Current Supplier pricing is available on the Statewide Contract 0035 webpage. Please reach out to the Contracting Officer if there are any questions.



# City of Broken Arrow

## Request for Action

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**File #:** 25-1253, **Version:** 1

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**Broken Arrow City Council**  
**Meeting of: 09-02-2025**

**Title:**

Approval of and authorization to purchase one (1) Ford F-550 4X4 Class 5 Service Truck from Vance Country Ford pursuant to the Oklahoma State purchasing contract SW0035 for the Street & Stormwater Department

**Background:**

Funds have been approved for the purchase of one (1) new F-550 4x4 Class 5 service truck for the Sign Shop Division of the Streets & Stormwater Department. This vehicle is designed for the service and installation of roadway signage throughout the City of Broken Arrow. This acquisition is identified under Project Number 2653140 in the FY2026 budget with \$131,000 allocated for the purchase. An additional \$500.00 has been requested as budget transfer from another vehicle project with surplus funds to cover the cost overrun.

To maximize resources and achieve cost efficiencies, staff recommends procuring the vehicle through the Oklahoma Statewide Contract SW0035. This contract allows municipal agencies across Oklahoma to purchase vehicles at pre-negotiated state contract pricing, eliminating the need for a separate bid process while providing substantial cost and administrative savings. Utilizing State Contract SW035 ensures compliance with budgetary constraints while securing a durable, high-quality asset for the Parks Department.

Section 2-27(b)(5) of the Broken Arrow Code of Ordinances provides an exception to the competitive bidding process for supplies, materials, equipment, or contractual services purchased at a price not exceeding that set by the state purchasing agency, any other state agency authorized to regulate prices, or from purchasing consortiums.

In addition, Section V.d of the Broken Arrow Purchasing Manual authorizes purchases from “the state contract or other purchasing consortiums,” noting that such purchases eliminate the need for formal competitive bidding. State contract pricing qualifies under both the Code of Ordinances and the Purchasing Manual.

Following a review of available options, staff recommends approval to purchase one (1) F-550 4x4 Class 5 service truck from Vance Country Ford in the amount of \$131,467.46 through State Contract SW0035.

**Cost:** \$131,467.46

**Funding Source:** 2653140-3305300-570020

**Requested By:** Ryan Baze, Director of Maintenance Services

**Approved By:** City Manager's Office

**Attachments:** SIGN TRUCK W RHINO Q17446, SW0035 Fully Executed Vance Country Ford contract

**Recommendation:**

Approval of and authorization to purchase one (1) Ford F-550 4X4 Class 5 Service Truck from Vance Country Ford pursuant to the Oklahoma State purchasing contract SW0035 for the Street & Stormwater Department

VANCE COUNTRY FORD

FLEET & GOVERNMENT SALES  
 PO BOX 1600, GUTHRIE, OK 73044  
 405-282-3800  
 Ok Vendor #0000075466



# QUOTE

DATE	7/2/2025
QUOTE NUMBER	000Q17446
EXPIRATION DATE	9/6/2025
SHIP VIA	Factory Order
TERMS	SW035 - STATE CONTRACT

<b>SOLD TO:</b> City of Broken Arrow  GRANT RISSLER PO Box 610 1700 W. Detroit St Broken Arrow, OK 74012	<b>SHIP TO:</b> City of Broken Arrow  GRANT RISSLER PO Box 610 1700 W. Detroit St Broken Arrow, OK 74012	Any Questions? Call 405-282-3800  Britt Woods   Britt@VanceFleet.Com
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Qty	OPTION	Description	Unit Price	Ext. Price
		2025 STATE OF OKLAHOMA CONTRACT SIGN DEPARTMENT		
1	F5H	2026 FORD F550 REG CAB CHASSIS 4X4 84CA	\$55,071.00	\$55,071.00
1	4WD	FOUR WHEEL DRIVE	\$3,088.00	\$3,088.00
1	WB	169" WHEELBASE 84" ca	\$515.00	\$515.00
1	99T	6.7L V8 TURBO DIESEL	\$9,995.00	\$9,995.00
1	44G	10SPD AUTO TRANS	\$0.00	\$0.00
1	X4L	4.30 LIMITED SLIP REAR AXLE	\$405.00	\$405.00
1	TGJ	225 BSW ALL SEASON TIRES	\$0.00	\$0.00
1	18B	RUNNING BOARDS	\$250.00	\$250.00
1	90L	POWER EQUIPMENT GROUP	\$0.00	\$0.00
1	86M	DUAL BATTERIES	\$120.00	\$120.00
1	512	SPARE TIRE AND WHEEL	\$0.00	\$0.00
1	525	CRUISE CONTROL	\$0.00	\$0.00
1	535	HIGH CAPACITY TRAILER TOW	\$556.80	\$556.80
1	872	REARVIEW CAMERA PREP KIT	\$398.40	\$398.40
1	KEY	EXTRA KEY AND REMOTE 3 TOTAL KEYS AND REMOTES	\$298.00	\$298.00
1	Z1	EXTERIOR : OXFORD WHITE	\$0.00	\$0.00
1	AS	INTERIOR : VINYL 40/20/40 SPLIT BENCH SEAT	\$0.00	\$0.00
		<b>SubTotal</b>		<b>\$70,697.20</b>
		SIGN DEPARTMENT		
1	KNSVB84	.132" KNAPHEIDE STANDARD SERVICE BODY 94"W X 54" WIDE FLOOR COMPARTMENTS 40"H X 20"D 3 VERTICAL COMPARTMENT EACH SIDE 1 HORIZONTAL COMPARTMENT EACH SIDE STANDARD SHELVING SLAM LOCK TAILGATE ROTARY STYLE PADDLE LOCK SURFACE MOUNTED LED REAR S/T/T BACK UP AND MARKER LIGHTS MUD FLAPS	\$60,770.26	\$60,770.26
1		FACTORY INSTALLED MASTER LOCKING SYSTEM	\$0.00	\$0.00

Accepted By: \_\_\_\_\_

Terms:  
 THIS QUOTE DOES NOT GUARANTEE THE FACTORY WILL BUILD THE VEHICLE.  
 1) TAG & TAXES ARE NOT INCLUDED UNLESS ITEMIZED ON QUOTE

SUB-TOTAL	\$131,467.46
	\$0.00
<b>TOTAL DUE</b>	<b>\$131,467.46</b>

Qty	OPTION	Description	Unit Price	Ext. Price
1		INSTALL FACTORY SUPPLIED BACKUP CAMERA	\$0.00	\$0.00
1		BEDLINER BED ARE AND COMPARTMENT TOPS AND BUMPER	\$0.00	\$0.00
1		21K RATED REAR HITCH WITH 7 WAY PLUG REAR BUMPER	\$0.00	\$0.00
1		2 GRAB HANDLES AT THE REAR	\$0.00	\$0.00
1		VANAIR VIPER G80 GAS ROTARY SCREW AIR COMPRESSOR 80CFM 100 PSI 3600RPM HONDAY IGX800EFI 25HP ENGINE 10G FUEL CAPACITY BELT DRIVEN ROTARY SCREW TEMPERATURE INDICATOR ENGINE DIAGNOSTIC LAMP HOUR METER DIGITAL PRESSURE DISPLAY ELECTRIC START REINFORCE COMPARTMENT TOP ON PASSENGER SIDE	\$0.00	\$0.00
1		REEL CRAFT 1" AIR HOSE REEL WITH 1"X 100' AIR HOSE PLUMBED TO AIR COMPRESSOR WITH FILTER/ REGULATOR	\$0.00	\$0.00
1		2 MAXXIMA LED WORK LIGHTS MOUNTD TO REAR OF SERVICE BODY WIRED TO AN UPFITTER SWITCH IN THE CAB	\$0.00	\$0.00
1		6 TOOL SHOVEL HOLDER MOUNTED IN BED AREA CUSTOMER SPECIFIED LOCATION	\$0.00	\$0.00
1		SAMIEX 2000W PURE SINE WAVE INVERTER W/ WIRING KIT MOUNTED IN CUSTOMER SPECIFIED LOCATION	\$0.00	\$0.00
1		C-TECH 6 DRAWER CABINET MOUNTED IN FRONT DRIVER SIDE VERTICAL COMPARTMENT 3-3" 2-5" 1-7"	\$0.00	\$0.00
1		MAXXIMA LED COMPARTMENT LIGHTING IN ALL COMPARTMENTS WIRED TO AN UPFITTER SWITCH IN THE CAB	\$0.00	\$0.00
1		WILTON 6" VICE WITH STOUT VICE MOUNT MOUNTED ON PASSENGER REAR CORNER OF BUMPER REINFORCED	\$0.00	\$0.00
1		4 MAXXIMA LED AMBER /WHITE CORNER STROBE LIGHTS 2 MOUNTED IN GRILL AREA 2 MOUNTED AT REAR OF BED WIRED TO AN UPFITTER SWITCH IN THE CAB	\$0.00	\$0.00
1		BUYERS TRAFFICE CONE HOLDER MOUNTED AT CUSTOMER SPECIFIED LOCATION	\$0.00	\$0.00
1		BEMIS REGULAR DUTY PPF 203 POST PULLER WITH 12V ELECTRIC / HYDRAULIC PUMP 30" BOOM EXTENSION 91.5 SIDE REACH 4X4 STEEL SUPPORT TOWER 2" STEEL BAR LOWER 8 X 8 X 3/8 FRAME EXTENSION 2"BORE 30" STROKE BOOM EXTEND 2.5" BORE 12" STROKE 1.25" ROC JAW SET INCLUDED	\$0.00	\$0.00
1		RHINO PD-55 MEDIUM DUTY PNEUMATIC POST DRIVER : 3 7/8" ID MASTER	\$0.00	\$0.00

Accepted By: \_\_\_\_\_

Terms:

THIS QUOTE DOES NOT GUARANTEE THE FACTORY WILL BUILD THE VEHICLE.

1) TAG & TAXES ARE NOT INCLUDED UNLESS ITEMIZED ON QUOTE

SUB-TOTAL \$131,467.46

\$0.00

**TOTAL DUE \$131,467.46**

2 of 3

Qty	OPTION	Description	Unit Price	Ext. Price
		CHUCK : MASTER CHUCK - 3 - 7/8" WEIGHT - 54.6LBS, INCLUDES THROTTLE VALVE KIT AND AIRLINE COUPLER		

Accepted By: \_\_\_\_\_

Terms:

THIS QUOTE DOES NOT GUARANTEE THE FACTORY WILL BUILD THE VEHICLE.

1) TAG & TAXES ARE NOT INCLUDED UNLESS ITEMIZED ON QUOTE

SUB-TOTAL	\$131,467.46
	\$0.00
<b>TOTAL DUE</b>	<b>\$131,467.46</b>

3 of 3



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**STATE OF OKLAHOMA STATEWIDE CONTRACT WITH COUNTRY FORD-MERCURY, INC.**

This State of Oklahoma Statewide Contract (“Contract”) is entered into between the state of Oklahoma by and through the Office of Management and Enterprise Services and Country Ford-Mercury, Inc. (“Supplier”) and is effective February 8, 2021.

**Purpose**

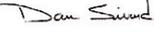
The State is awarding this Contract to Supplier for the provision of vehicle purchases, as more particularly described in certain Contract Documents. Supplier submitted a proposal which contained no exceptions to the Solicitation. This Contract memorializes the agreement of the parties with respect to negotiated terms of the Contract that is being awarded to Supplier.

Now, therefore, in consideration of the foregoing and the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged the parties agree as follows:

1. The parties agree that Supplier has not yet begun performance of work under this Contract. Upon full execution of this Contract, Supplier may begin work. Issuance of a purchase order is required prior to payment to a Supplier.
2. The following Contract Documents are attached hereto and incorporated herein:
  - 2.1. Solicitation, Attachment A
    - 2.1.A. Exhibit 1
  - 2.2. General Terms, Attachment B;
  - 2.3. Statewide Specific Terms Attachment C;
  - 2.4. Intentionally Omitted, Attachment D;
  - 2.5. Bid Portion, Attachment E and
  - 2.6. Intentionally Omitted, Attachment F.
3. Any reference to a Contract Document refers to such Contract Document as it may have been amended. If and to the extent any provision is in multiple documents and addresses the same or substantially the same subject matter but does not create an actual conflict, the more recent provision is deemed to supersede earlier versions.

**STATE OF OKLAHOMA**  
**by and through the**  
**OFFICE OF MANAGEMENT AND**  
**ENTERPRISE SERVICES**

**COUNTRY FORD-MERCURY, INC.**

By: 

Name: Dan Sivard

Title: State Purchasing Director

Date: 02/03/2021

By:   
Cameron Colter (Feb 3, 2021 13:28 CST)

Name: CAMERON COLTER

Title: FLEET MANAGER

Date: 02/03/2021

**ATTACHMENT A**  
**SOLICITATION NO. 0900000469**

This Solicitation is a Contract Document and is a request for proposal in connection with the Contract awarded by the Office of Management and Enterprise Services as more particularly described below. Any defined term used herein but not defined herein shall have the meaning ascribed in the General Terms or other Contract Document.

**Purpose**

This Contract is for vehicles to be provided on an as-needed basis.

Oklahoma has over 100 executive agencies in 77 counties and over 500 municipal government Affiliates. The Contract is awarded for the Supplier to provide for the purchase of vehicles, warranty work, and replacement parts.

**1. Contract Term and Renewal Options**

The initial Contract term, which begins on the effective date of the Contract, is one year and there are (4) one-year options to renew the Contract.

**2. Contract Specifications**

Contract specifications are set forth below as Exhibit 1.

## EXHIBIT 1

### 1. Responsibilities

- A. Supplier must provide the most current model of vehicles, to be available for the entire model year of production.
- B. All vehicles shall be new. No demonstration, used, rebuilt, or refurbished vehicles will be accepted.
- C. Pricing for vehicles shall include all discounts and deductions, less Federal and State taxes. Pricing shall be firm for the duration of the Contract period.
- D. Supplier shall provide a percentage discount off of the MSRP for any optional equipment for which pricing has not been provided, aftermarket options, and the labor rate per hour to install the optional equipment.
- E. All vehicles are to be billed at prices in effect at the time of order, not the date of shipment.
- F. Pricing shall only be adjusted at the time of model year changes.
- G. All actual "build out" schedules must be submitted by the Supplier as it is made aware of them. The approximate build out schedules provided by the Supplier on the effective date of the Contract will be adjusted as the actual schedules become available.
- H. Any requested changes to the model year vehicles offered by the Supplier must be submitted to the Contracting Officer within 30 days of the requested start date of the change. Changes include pricing and specification changes from one model year to the next.
- I. As new model year vehicles become available, the Supplier shall submit pricing at either the same rate as the previous model, or an increase or decrease based only on the manufacturer's percentage of increase or decrease. Documentation must be submitted to the Contracting Officer within 30 days of the effective date of change and revised pricing shall not be retroactive. New model year vehicles cannot be offered without approval from the Contracting Officer.
- J. If there is a model year change over the course of the Contract period, the Supplier must send a written request for approval of the change to the Contracting Officer. The Contract change request must identify all vehicle specification changes between the previously awarded model year and the proposed new model year. The State reserves the right to review and may agree to cancel the awarded vehicle by issuance of a Contract Addendum.
- K. If during the Contract period there is a model year change by the Original Equipment Manufacturer (OEM) or additional costs are incurred by the Supplier from a third-party, the Supplier must send a written request for approval of the change to the Contracting Officer. The request for a price increase or decrease must include a copy of the OEM's official notice or other evidence that the increase or decrease is applicable to all customers.
- L. All upgrades or repairs required by the OEM due to changes or recalls shall be incorporated at no cost to the Customer.
- M. Vehicles that remain in the Supplier's possession overnight or for extended periods shall be stored in a safe and secure location for protection from theft and environmental dangers. The Supplier shall be responsible for the proper care and custody of any Customer-owned equipment in the Supplier's possession.
- N. The Supplier must provide any training opportunities available to the Customer.
- O. The Supplier must maintain a website detailing all current models available under the Contract.

### 2. Licensing

Sales of motor vehicles in the State of Oklahoma are subject to the Oklahoma Motor Vehicle Commission Statutes (Oklahoma Statutes, Title 47 - Motor Vehicles, Chapter 62). The Bidder

certifies by submission of a Bid that all required Oklahoma Motor Vehicle Commission licenses are in place and current, and that copies of all such licenses have been submitted with the Bid. It is the Supplier's responsibility to keep all required Oklahoma Motor Vehicle Commission licensing current during the term of the Contract and to furnish copies at any time upon request by the State. If Supplier does not maintain current licensing, the Contract may be immediately terminated, upon discovery of the expiration of the license. Contracts for motor vehicles to be sold within the state of Oklahoma may be made only with properly licensed Oklahoma Motor Vehicle Dealers.

### **3. Warranty**

- A.** The Supplier agrees the products purchased under this Contract shall be covered by all commercial warranties the Supplier provides for such products, and rights and remedies provided herein are in addition to and do not limit any rights afforded to the State by any other clause of this Contract.
- B.** The Supplier warrants that at the time of delivery, all products purchased under this Contract will be free from defects in material or workmanship and will conform to the specifications and all other requirements of this Contract.
- C.** All warranty work performed and parts/materials supplied shall meet OEM warranty requirements. All work performed not meeting such specifications or found to be defective, shall not be accepted. The Supplier shall be required to make repairs or corrections at no additional cost to the Customer.
- D.** The Supplier shall furnish a copy of the warranty applicable for the product. All product warranties shall start on the date of acceptance.
- E.** The Supplier is required to provide any buy-back, trade-in, or exchange policy concerning repair parts sold to the Customer.
- F.** The Supplier shall correct ordering errors without further cost to the Customer.
- G.** A copy of the warranty shall be included for replacement parts purchased.
- H.** All persons utilized in the performance of this Contract shall be employees of the Supplier and be fully qualified to perform the warranty work required. Warranty work shall be performed by certified, trained or authorized service technicians.
- I.** Warranty repair facilities must be identified in each pricing sheet.

### **4. Insurance**

- A.** The Supplier shall maintain insurance coverage at all times during the entire term of this contract. The following types of risks shall be covered in the Supplier's policy:
  - i.** Worker's Compensation Insurance and employer's liability insurance sufficient to cover Supplier's employees as required by the State.
  - ii.** Comprehensive General Liability Insurance to include Products/Completed Operations, Premises Operations, Personal Injury, Medical Expenses and Fire Damage.
  - iii.** Commercial Automobile Insurance, hired and non-owned.
  - iv.** Garage Keepers Liability Insurance.
  - v.** Commercial Property Coverage

### **5. Quality of Parts**

- A.** Parts must be name brand, nationally advertised merchandise. Equivalent substitutions must be approved by the Customer.
- B.** After market repair parts must be equal to, or exceed OEM specifications.
- C.** Repair parts must be packaged and distributed under the respective nationally known name brands.
- D.** All rebuilt or remanufactured parts must meet the same requirements as listed above.

- E. Some repair parts may be required to be original equipment manufactured repair parts. Supplier must carry a complete line of OEM parts for all models of vehicles available under this Contract.
- F. Preservation, packaging, and packing and marking will be in accordance with best commercial practice to provide adequate protection against shipping damage.

**6. Ordering**

- A. No minimum orders are required under this Contract.
- B. All options, accessories, or attachments on an ordered vehicle shall include all standard items normally furnished by the manufacturer/dealer for the basic vehicle being purchased.
- C. The Supplier shall furnish any required Safety Data Sheets or a composite concentration list with the product invoice.
- D. Purchase cards will not be an acceptable form of payment under this Contract.

**7. Delivery**

- A. Delivery of vehicles is to be made within 120 calendar days after receipt of order unless other arrangements are made between the customer and the Supplier.
- B. All vehicles are to be delivered new, unused, assembled, serviced, with a full gas tank, oiled and ready for immediate use, unless otherwise requested by the Customer. Liability for product delivery remains with the Supplier until delivered and accepted.
- C. The Customer must provide specific delivery instructions to the Supplier.
- D. Delivery on parts must be made within 30 days of order.
- E. All vehicles shall be delivered with one copy of the operator's manual, and an illustrated repair parts manual or list.
- F. Any freight, shipping and handling costs and set-up fees paid by the Customer are to be annotated on the quote/invoice as a separate line item.

**8. Leasing**

- A. The Supplier may provide vehicle leasing under this Contract. State agencies are not authorized to lease vehicles without prior approval by the Oklahoma Bond Oversight Committee.

## ATTACHMENT B

### STATE OF OKLAHOMA GENERAL TERMS

This State of Oklahoma General Terms (“General Terms”) is a Contract Document in connection with a Contract awarded by the Office of Management and Enterprise Services on behalf of the State of Oklahoma.

In addition to other terms contained in an applicable Contract Document, Supplier and State agree to the following General Terms:

#### **1 Scope and Contract Renewal**

- 1.1** Supplier may not add products or services to its offerings under the Contract without the State’s prior written approval. Such request may require a competitive bid of the additional products or services. If the need arises for goods or services outside the scope of the Contract, Supplier shall contact the State.
- 1.2** At no time during the performance of the Contract shall the Supplier have the authority to obligate any Customer for payment for any products or services (a) when a corresponding encumbering document is not signed or (b) over and above an awarded Contract amount. Likewise, Supplier is not entitled to compensation for a product or service provided by or on behalf of Supplier that is neither requested nor accepted as satisfactory.
- 1.3** If applicable, prior to any Contract renewal, the State shall subjectively consider the value of the Contract to the State, the Supplier’s performance under the Contract, and shall review certain other factors, including but not limited to the: a) terms and conditions of Contract Documents to determine validity with current State and other applicable statutes and rules; b) current pricing and discounts offered by Supplier; and c) current products, services and support offered by Supplier. If the State determines changes to the Contract are required as a condition precedent to renewal, the State and Supplier will cooperate in good faith to evidence such required changes in an Addendum. Further, any request for a price increase in connection with a renewal or otherwise will be conditioned on the Supplier providing appropriate documentation supporting the request.
- 1.4** The State may extend the Contract for ninety (90) days beyond a final renewal term at the Contract compensation rate for the extended period. If the State exercises such option to extend ninety (90) days, the State shall notify the

Supplier in writing prior to Contract end date. The State, at its sole option and to the extent allowable by law, may choose to exercise subsequent ninety (90) day extensions at the Contract pricing rate, to facilitate the finalization of related terms and conditions of a new award or as needed for transition to a new Supplier.

- 1.5 Supplier understands that supplier registration expires annually and, pursuant to OAC 260:115-3-3, Supplier shall maintain its supplier registration with the State as a precondition to a renewal of the Contract.

## **2 Contract Effectiveness and Order of Priority**

- 2.1 Unless specifically agreed in writing otherwise, the Contract is effective upon the date last signed by the parties. Supplier shall not commence work, commit funds, incur costs, or in any way act to obligate the State until the Contract is effective.
- 2.2 Contract Documents shall be read to be consistent and complementary. Any conflict among the Contract Documents shall be resolved by giving priority to Contract Documents in the following order of precedence:
  - A. any Addendum;
  - B. any applicable Solicitation;
  - C. any Contract-specific State terms contained in a Contract Document including, without limitation, information technology terms and terms specific to a statewide Contract or a State agency Contract;
  - D. the terms contained in this Contract Document;
  - E. any successful Bid as may be amended through negotiation and to the extent the Bid does not otherwise conflict with the Solicitation or applicable law;
  - F. any statement of work, work order, or other similar ordering document as applicable; and
  - G. other mutually agreed Contract Documents.
- 2.3 If there is a conflict between the terms contained in this Contract Document or in Contract-specific terms and an agreement provided by or on behalf of Supplier including but not limited to linked or supplemental documents which alter or diminish the rights of Customer or the State, the conflicting terms provided by Supplier shall not take priority over this Contract Document or

Acquisition-specific terms. In no event will any linked document alter or override such referenced terms except as specifically agreed in an Addendum.

- 2.4 Any Contract Document shall be legibly written in ink or typed. All Contract transactions, and any Contract Document related thereto, may be conducted by electronic means pursuant to the Oklahoma Uniform Electronic Transactions Act.

### 3 **Modification of Contract Terms and Contract Documents**

- 3.1 The Contract may only be modified, amended, or expanded by an Addendum. Any change to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials made unilaterally by the Supplier, is a material breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including without limitation, any unauthorized written Contract modification, shall be void and without effect and the Supplier shall not be entitled to any claim under the Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the Contract.

- 3.2 Any additional terms on an ordering document provided by Supplier are of no effect and are void unless mutually executed. OMES bears no liability for performance, payment or failure thereof by the Supplier or by a Customer other than OMES in connection with an Acquisition.

### 4 **Definitions**

In addition to any defined terms set forth elsewhere in the Contract, the Oklahoma Central Purchasing Act and the Oklahoma Administrative Code, Title 260, the parties agree that, when used in the Contract, the following terms are defined as set forth below and may be used in the singular or plural form:

- 4.1 **Acquisition** means items, products, materials, supplies, services and equipment acquired by purchase, lease purchase, lease with option to purchase, value provided or rental under the Contract.
- 4.2 **Addendum** means a mutually executed, written modification to a Contract Document.
- 4.3 **Amendment** means a written change, addition, correction or revision to the Solicitation.
- 4.4 **Bid** means an offer a Bidder submits in response to the Solicitation.

- 4.5 **Bidder** means an individual or business entity that submits a Bid in response to the Solicitation.
- 4.6 **Contract** means the written, mutually agreed and binding legal relationship resulting from the Contract Documents and an appropriate encumbering document as may be amended from time to time, which evidences the final agreement between the parties with respect to the subject matter of the Contract.
- 4.7 **Contract Document** means this document; any master or enterprise agreement terms entered into between the parties that are mutually agreed to be applicable to the Contract; any Solicitation; any Contract-specific terms; any Supplier's Bid as may be negotiated; any statement of work, work order, or other similar mutually executed ordering document; other mutually executed documents and any Addendum.
- 4.8 **Customer** means the entity receiving goods or services contemplated by the Contract.
- 4.9 **Debarment** means action taken by a debarring official under federal or state law or regulations to exclude any business entity from inclusion on the Supplier list; bidding; offering to bid; providing a quote; receiving an award of contract with the State and may also result in cancellation of existing contracts with the State.
- 4.10 **Destination** means delivered to the receiving dock or other point specified in the applicable Contract Document.
- 4.11 **Indemnified Parties** means the State and Customer and/or its officers, directors, agents, employees, representatives, contractors, assignees and designees thereof.
- 4.12 **Inspection** means examining and testing an Acquisition (including, when appropriate, raw materials, components, and intermediate assemblies) to determine whether the Acquisition meets Contract requirements.
- 4.13 **Moral Rights** means any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.
- 4.14 **OAC** means the Oklahoma Administrative Code.
- 4.15 **OMES** means the Office of Management and Enterprise Services.

- 4.16 Solicitation** means the document inviting Bids for the Acquisition referenced in the Contract and any amendments thereto.
- 4.17 State** means the government of the state of Oklahoma, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the state of Oklahoma.
- 4.18 Supplier** means the Bidder with whom the State enters into the Contract awarded pursuant to the Solicitation or the business entity or individual that is a party to the Contract with the State.
- 4.19 Suspension** means action taken by a suspending official under federal or state law or regulations to suspend a Supplier from inclusion on the Supplier list; be eligible to submit Bids to State agencies and be awarded a contract by a State agency subject to the Central Purchasing Act.
- 4.20 Supplier Confidential Information** means certain confidential and proprietary information of Supplier that is clearly marked as confidential and agreed by the State Purchasing Director or Customer, as applicable, but does not include information excluded from confidentiality in provisions of the Contract or the Oklahoma Open Records Act.
- 4.21 Work Product** means any and all deliverables produced by Supplier under a statement of work or similar Contract Document issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the Contract effective date including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided by or on behalf of Supplier under the Contract and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created,

prepared, developed, invented or conceived for the use of benefit of Customer in connection with this Contract or with funds appropriated by or for Customer or Customer's benefit (a) by any Supplier personnel or Customer personnel or (b) any Customer personnel who then became personnel to Supplier or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Supplier or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

## **5 Pricing**

- 5.1** Pursuant to 68 O.S. §§ 1352, 1356, and 1404, State agencies are exempt from the assessment of State sales, use, and excise taxes. Further, State agencies and political subdivisions of the State are exempt from Federal Excise Taxes pursuant to Title 26 of the United States Code. Any taxes of any nature whatsoever payable by the Supplier shall not be reimbursed.
- 5.2** Pursuant to 74 O.S. §85.40, all travel expenses of Supplier must be included in the total Acquisition price.
- 5.3** The price of a product offered under the Contract shall include and Supplier shall prepay all shipping, packaging, delivery and handling fees. All product deliveries will be free on board Customer's Destination. No additional fees shall be charged by Supplier for standard shipping and handling. If Customer requests expedited or special delivery, Customer may be responsible for any charges for expedited or special delivery.

## **6 Ordering, Inspection, and Acceptance**

- 6.1** Any product or service furnished under the Contract shall be ordered by issuance of a valid purchase order or other appropriate payment mechanism, including a pre-encumbrance. All orders and transactions are governed by the terms and conditions of the Contract. Any purchase order or other applicable payment mechanism dated prior to termination or expiration of the Contract shall be performed unless mutually agreed in writing otherwise.
- 6.2** Services will be performed in accordance with industry best practices and are subject to acceptance by the Customer. Notwithstanding any other provision in the Contract, deemed acceptance of a service or associated deliverable shall not apply automatically upon receipt of a deliverable or upon provision of a service.

Supplier warrants and represents that a product or deliverable furnished by or through the Supplier shall individually, and where specified by Supplier to

perform as a system, be substantially uninterrupted and error-free in operation and guaranteed against faulty material and workmanship for a warranty period of the greater of ninety (90) days from the date of acceptance or the maximum allowed by the manufacturer. A defect in a product or deliverable furnished by or through the Supplier shall be repaired or replaced by Supplier at no additional cost or expense to the Customer if such defect occurs during the warranty period.

Any product to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the Customer at Destination. The Customer assumes no responsibility for a product until accepted by the Customer. Title and risk of loss or damage to a product shall be the responsibility of the Supplier until accepted. The Supplier shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.

Pursuant to OAC 260:115-9-5, payment for an Acquisition does not constitute final acceptance of the Acquisition. If subsequent inspection affirms that the Acquisition does not meet or exceed the specifications of the order or that the Acquisition has a latent defect, the Supplier shall be notified as soon as is reasonably practicable. The Supplier shall retrieve and replace the Acquisition at Supplier's expense or, if unable to replace, shall issue a refund to Customer. Refund under this section shall not be an exclusive remedy.

- 6.3 Supplier shall deliver products and services on or before the required date specified in a Contract Document. Failure to deliver timely may result in liquidated damages as set forth in the applicable Contract Document. Deviations, substitutions, or changes in a product or service, including changes of personnel directly providing services, shall not be made unless expressly authorized in writing by the Customer. Any substitution of personnel directly providing services shall be a person of comparable or greater skills, education and experience for performing the services as the person being replaced. Additionally, Supplier shall provide staff sufficiently experienced and able to perform with respect to any transitional services provided by Supplier in connection with termination or expiration of the Contract.
- 6.4 Product warranty and return policies and terms provided under any Contract Document will not be more restrictive or more costly than warranty and return policies and terms for other similarly situated customers for a like product.

## 7 Invoices and Payment

7.1 Supplier shall be paid upon submission of a proper invoice(s) at the prices stipulated in the Contract in accordance with 74 O.S. §85.44B which requires that payment be made only after products have been provided and accepted or services rendered and accepted.

The following terms additionally apply:

- A. An invoice shall contain the purchase order number, description of products or services provided and the dates of such provision.
- B. Failure to provide a timely and proper invoice may result in delay of processing the invoice for payment. Proper invoice is defined at OAC 260:10-1-2.
- C. Payment of all fees under the Contract shall be due NET 45 days. Payment and interest on late payments are governed by 62 O.S. §34.72. Such interest is the sole and exclusive remedy for late payments by a State agency and no other late fees are authorized to be assessed pursuant to Oklahoma law.
- D. The date from which an applicable early payment discount time is calculated shall be from the receipt date of a proper invoice. There is no obligation, however, to utilize an early payment discount.
- E. If an overpayment or underpayment has been made to Supplier any subsequent payments to Supplier under the Contract may be adjusted to correct the account. A written explanation of the adjustment will be issued to Supplier.
- F. Supplier shall have no right of setoff.
- G. Because funds are typically dedicated to a particular fiscal year, an invoice will be paid only when timely submitted, which shall in no instance be later than six (6) months after the end of the fiscal year in which the goods are provided or services performed.
- H. Intentionally Omitted.

## 8 Maintenance of Insurance, Payment of Taxes, and Workers' Compensation

8.1 As a condition of this Contract, Supplier shall procure at its own expense, and provide proof of, insurance coverage with the applicable liability limits set forth below and any approved subcontractor of Supplier shall procure and provide proof of the same coverage. The required insurance shall be underwritten by an insurance carrier with an A.M. Best rating of A- or better.

Such proof of coverage shall additionally be provided to the Customer if services will be provided by any of Supplier's employees, agents or subcontractors at any Customer premises and/or employer vehicles will be used in connection with performance of Supplier's obligations under the Contract. Supplier may not commence performance hereunder until such proof has been provided. Additionally, Supplier shall ensure each insurance policy includes a thirty (30) day notice of cancellation and name the State and its agencies as certificate holder and shall promptly provide proof to the State of any renewals, additions, or changes to such insurance coverage. Supplier's obligation to maintain insurance coverage under the Contract is a continuing obligation until Supplier has no further obligation under the Contract. Any combination of primary and excess or umbrella insurance may be used to satisfy the limits of coverage for Commercial General Liability, Auto Liability and Employers' Liability. Unless agreed between the parties and approved by the State Purchasing Director, the minimum acceptable insurance limits of liability are as follows:

- A. Workers' Compensation and Employer's Liability Insurance in accordance with and to the extent required by applicable law;
  - B. Commercial General Liability Insurance covering the risks of personal injury, bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of liability of not less than \$5,000,000 per occurrence;
  - C. Automobile Liability Insurance with limits of liability of not less than \$5,000,000 combined single limit each accident;
  - D. Directors and Officers Insurance which shall include Employment Practices Liability as well as Consultant's Computer Errors and Omissions Coverage, if information technology services are provided under the Contract, with limits not less than \$5,000,000 per occurrence;
  - E. Security and Privacy Liability insurance, including coverage for failure to protect confidential information and failure of the security of Supplier's computer systems that results in unauthorized access to Customer data with limits \$5,000,000 per occurrence; and
  - F. Additional coverage required in writing in connection with a particular Acquisition.
- 8.2 Supplier shall be entirely responsible during the existence of the Contract for the liability and payment of taxes payable by or assessed to Supplier or its employees, agents and subcontractors of whatever kind, in connection with the

Contract. Supplier further agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and Workers' Compensation. Neither Customer nor the State shall be liable to the Supplier, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or Workers' Compensation or any benefit available to a State or Customer employee.

- 8.3** Supplier agrees to indemnify Customer, the State, and its employees, agents, representatives, contractors, and assignees for any and all liability, actions, claims, demands, or suits, and all related costs and expenses (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) relating to tax liability, unemployment insurance and/or Workers' Compensation in connection with its performance under the Contract.

## **9 Compliance with Applicable Laws**

- 9.1** As long as Supplier has an obligation under the terms of the Contract and in connection with performance of its obligations, the Supplier represents its present compliance, and shall have an ongoing obligation to comply, with all applicable federal, State, and local laws, rules, regulations, ordinances, and orders, as amended, including but not limited to the following:

- A.** Drug-Free Workplace Act of 1988 set forth at 41 U.S.C. §81.
- B.** Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations which prohibit the use of facilities included on the EPA List of Violating Facilities under nonexempt federal contracts, grants or loans;
- C.** Prospective participant requirements set at 45 C.F.R. part 76 in connection with Debarment, Suspension and other responsibility matters;
- D.** 1964 Civil Rights Act, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, and Executive Orders 11246 and 11375;
- E.** Anti-Lobbying Law set forth at 31 U.S.C. §1325 and as implemented at 45 C.F.R. part 93;

- F. Requirements of Internal Revenue Service Publication 1075 regarding use, access and disclosure of Federal Tax Information (as defined therein);
  - G. Obtaining certified independent audits conducted in accordance with Government Auditing Standards and Office of Management and Budget Uniform Guidance, 2 CFR 200 Subpart F §200.500 et seq. with approval and work paper examination rights of the applicable procuring entity;
  - H. Requirements of the Oklahoma Taxpayer and Citizen Protection Act of 2007, 25 O.S. §1312 and applicable federal immigration laws and regulations and be registered and participate in the Status Verification System. The Status Verification System is defined at 25 O.S. §1312, includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security, and is available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify);
  - I. Requirements of the Health Insurance Portability and Accountability Act of 1996; Health Information Technology for Economic and Clinical Health Act; Payment Card Industry Security Standards; Criminal Justice Information System Security Policy and Security Addendum; and Family Educational Rights and Privacy Act; and
  - J. Be registered as a business entity licensed to do business in the State, have obtained a sales tax permit, and be current on franchise tax payments to the State, as applicable.
- 9.2 The Supplier's employees, agents and subcontractors shall adhere to applicable Customer policies including, but not limited to acceptable use of Internet and electronic mail, facility and data security, press releases, and public relations. As applicable, the Supplier shall adhere to the State Information Security Policy, Procedures, Guidelines set forth at [https://omes.ok.gov/sites/g/files/gmc316/f/InfoSecPPG\\_0.pdf](https://omes.ok.gov/sites/g/files/gmc316/f/InfoSecPPG_0.pdf). Supplier is responsible for reviewing and relaying such policies covering the above to the Supplier's employees, agents and subcontractors.
- 9.3 At no additional cost to Customer, the Supplier shall maintain all applicable licenses and permits required in association with its obligations under the Contract.
- 9.4 In addition to compliance under subsection 9.1 above, Supplier shall have a continuing obligation to comply with applicable Customer-specific mandatory

contract provisions required in connection with the receipt of federal funds or other funding source.

- 9.5** The Supplier is responsible to review and inform its employees, agents, and subcontractors who provide a product or perform a service under the Contract of the Supplier's obligations under the Contract and Supplier certifies that its employees and each such subcontractor shall comply with minimum requirements and applicable provisions of the Contract. At the request of the State, Supplier shall promptly provide adequate evidence that such persons are its employees, agents or approved subcontractors and have been informed of their obligations under the Contract.
- 9.6** As applicable, Supplier agrees to comply with the Governor's Executive Orders related to the use of any tobacco product, electronic cigarette or vaping device on any and all properties owned, leased, or contracted for use by the State, including but not limited to all buildings, land and vehicles owned, leased, or contracted for use by agencies or instrumentalities of the State.
- 9.7** The execution, delivery and performance of the Contract and any ancillary documents by Supplier will not, to the best of Supplier's knowledge, violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, any written contract or other instrument between Supplier and any third party.
- 9.8** Supplier represents that it has the ability to pay its debts when due and it does not anticipate the filing of a voluntary or involuntary bankruptcy petition or appointment of a receiver, liquidator or trustee.
- 9.9** Supplier represents that, to the best of its knowledge, any litigation or claim or any threat thereof involving Supplier has been disclosed in writing to the State and Supplier is not aware of any other litigation, claim or threat thereof.
- 9.10** If services provided by Supplier include delivery of an electronic communication, Supplier shall ensure such communication and any associated support documents are compliant with Section 508 of the Federal Rehabilitation Act and with State standards regarding accessibility. Should any communication or associated support documents be non-compliant, Supplier shall correct and re-deliver such communication immediately upon discovery or notice, at no additional cost to the State. Additionally, as part of compliance with accessibility requirements where documents are only provided in non-electronic format, Supplier shall promptly provide such communication and any associated support documents in an alternate format

usable by individuals with disabilities upon request and at no additional cost, which may originate from an intended recipient or from the State.

## **10 Audits and Records Clause**

- 10.1** As used in this clause and pursuant to 67 O.S. §203, “record” includes a document, book, paper, photograph, microfilm, computer tape, disk, record, sound recording, film recording, video record, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. Supplier agrees any pertinent federal or State agency or governing entity of a Customer shall have the right to examine and audit, at no additional cost to a Customer, all records relevant to the execution and performance of the Contract except, unless otherwise agreed, costs of Supplier that comprise pricing under the Contract.
- 10.2** The Supplier is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion or termination of an Acquisition unless otherwise indicated in the Contract terms. If a claim, audit, litigation or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.
- 10.3** Pursuant to 74 O.S. §85.41, if professional services are provided hereunder, all items of the Supplier that relate to the professional services are subject to examination by the State agency, State Auditor and Inspector and the State Purchasing Director.

## **11 Confidentiality**

- 11.1** The Supplier shall maintain strict security of all State and citizen data and records entrusted to it or to which the Supplier gains access, in accordance with and subject to applicable federal and State laws, rules, regulations, and policies and shall use any such data and records only as necessary for Supplier to perform its obligations under the Contract. The Supplier further agrees to evidence such confidentiality obligation in a separate writing if required under such applicable federal or State laws, rules and regulations. The Supplier warrants and represents that such information shall not be sold, assigned, conveyed, provided, released, disseminated or otherwise disclosed by Supplier, its employees, officers, directors, subsidiaries, affiliates, agents, representatives, assigns, subcontractors, independent contractors, successor or any other persons or entities without Customer’s prior express written

permission. Supplier shall instruct all such persons and entities that the confidential information shall not be disclosed or used without the Customer's prior express written approval except as necessary for Supplier to render services under the Contract. The Supplier further warrants that it has a tested and proven system in effect designed to protect all confidential information.

- 11.2** Supplier shall establish, maintain and enforce agreements with all such persons and entities that have access to State and citizen data and records to fulfill Supplier's duties and obligations under the Contract and to specifically prohibit any sale, assignment, conveyance, provision, release, dissemination or other disclosure of any State or citizen data or records except as required by law or allowed by written prior approval of the Customer.
- 11.3** Supplier shall immediately report to the Customer any and all unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State or citizen data or records of which it or its parent company, subsidiaries, affiliates, employees, officers, directors, assignees, agents, representatives, independent contractors, and subcontractors is aware or have knowledge or reasonable should have knowledge. The Supplier shall also promptly furnish to Customer full details of the unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination, or attempt thereof, and use its best efforts to assist the Customer in investigating or preventing the reoccurrence of such event in the future. The Supplier shall cooperate with the Customer in connection with any litigation and investigation deemed necessary by the Customer to protect any State or citizen data and records and shall bear all costs associated with the investigation, response and recovery in connection with any breach of State or citizen data or records including but not limited to credit monitoring services with a term of at least three (3) years, all notice-related costs and toll free telephone call center services.
- 11.4** Supplier further agrees to promptly prevent a reoccurrence of any unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of State or citizen data and records.
- 11.5** Supplier acknowledges that any improper use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State data or records to others may cause immediate and irreparable harm to the Customer and certain beneficiaries and may violate state or federal laws and regulations. If the Supplier or its affiliates, parent company, subsidiaries, employees, officers, directors, assignees, agents,

representatives, independent contractors, and subcontractors improperly use, appropriate, sell, assign, convey, provide, release, access, acquire, disclose or otherwise disseminate such confidential information to any person or entity in violation of the Contract, the Customer will immediately be entitled to injunctive relief and/or any other rights or remedies available under this Contract, at equity or pursuant to applicable statutory, regulatory, and common law without a cure period.

**11.6** The Supplier shall immediately forward to the State Purchasing Director, and any other applicable person listed in the Notices section(s) of the Contract, any request by a third party for data or records in the possession of the Supplier or any subcontractor or to which the Supplier or subcontractor has access and Supplier shall fully cooperate with all efforts to protect the security and confidentiality of such data or records in response to a third party request.

**11.7** Customer may be provided access to Supplier Confidential Information. State agencies are subject to the Oklahoma Open Records Act and Supplier acknowledges information marked confidential information will be disclosed to the extent permitted under the Open Records Act and in accordance with this section. Nothing herein is intended to waive the State Purchasing Director's authority under OAC 260:115-3-9 in connection with Bid information requested to be held confidential by a Bidder. Notwithstanding the foregoing, Supplier Confidential Information shall not include information that: (i) is or becomes generally known or available by public disclosure, commercial use or otherwise and is not in contravention of this Contract; (ii) is known and has been reduced to tangible form by the receiving party before the time of disclosure for the first time under this Contract and without other obligations of confidentiality; (iii) is independently developed without the use of any of Supplier Confidential Information; (iv) is lawfully obtained from a third party (without any confidentiality obligation) who has the right to make such disclosure or (v) résumé, pricing or marketing materials provided to the State. In addition, the obligations in this section shall not apply to the extent that the applicable law or regulation requires disclosure of Supplier Confidential Information, provided that the Customer provides reasonable written notice, pursuant to Contract notice provisions, to the Supplier so that the Supplier may promptly seek a protective order or other appropriate remedy.

## **12 Conflict of Interest**

In addition to any requirement of law or of a professional code of ethics or conduct, the Supplier, its employees, agents and subcontractors are required to disclose any outside activity or interest that conflicts or may conflict with the best interest of the State. Prompt disclosure is required under this section if the activity or interest is

related, directly or indirectly, to any person or entity currently under contract with or seeking to do business with the State, its employees or any other third-party individual or entity awarded a contract with the State. Further, as long as the Supplier has an obligation under the Contract, any plan, preparation or engagement in any such activity or interest shall not occur without prior written approval of the State. Any conflict of interest shall, at the sole discretion of the State, be grounds for partial or whole termination of the Contract.

### **13 Assignment and Permitted Subcontractors**

**13.1** Supplier's obligations under the Contract may not be assigned or transferred to any other person or entity without the prior written consent of the State which may be withheld at the State's sole discretion. Should Supplier assign its rights to payment, in whole or in part, under the Contract, Supplier shall provide the State and all affected Customers with written notice of the assignment. Such written notice shall be delivered timely and contain details sufficient for affected Customers to perform payment obligations without any delay caused by the assignment.

**13.2** Notwithstanding the foregoing, the Contract may be assigned by Supplier to any corporation or other entity in connection with a merger, consolidation, sale of all equity interests of the Supplier, or a sale of all or substantially all of the assets of the Supplier to which the Contract relates. In any such case, said corporation or other entity shall by operation of law or expressly in writing assume all obligations of the Supplier as fully as if it had been originally made a party to the Contract. Supplier shall give the State and all affected Customers prior written notice of said assignment. Any assignment or delegation in violation of this subsection shall be void.

**13.3** If the Supplier is permitted to utilize subcontractors in support of the Contract, the Supplier shall remain solely responsible for its obligations under the terms of the Contract, for its actions and omissions and those of its agents, employees and subcontractors and for payments to such persons or entities. Prior to a subcontractor being utilized by the Supplier, the Supplier shall obtain written approval of the State of such subcontractor and each employee, as applicable to a particular Acquisition, of such subcontractor proposed for use by the Supplier. Such approval is within the sole discretion of the State. Any proposed subcontractor shall be identified by entity name, and by employee name, if required by the particular Acquisition, in the applicable proposal and shall include the nature of the services to be performed. As part of the approval request, the Supplier shall provide a copy of a written agreement executed by the Supplier and subcontractor setting forth that such subcontractor is bound by and agrees, as applicable, to perform the same covenants and be subject to

the same conditions and make identical certifications to the same facts and criteria, as the Supplier under the terms of all applicable Contract Documents. Supplier agrees that maintaining such agreement with any subcontractor and obtaining prior written approval by the State of any subcontractor and associated employees shall be a continuing obligation. The State further reserves the right to revoke approval of a subcontractor or an employee thereof in instances of poor performance, misconduct or for other similar reasons.

**13.4** All payments under the Contract shall be made directly to the Supplier, except as provided in subsection A above regarding the Supplier's assignment of payment. No payment shall be made to the Supplier for performance by unapproved or disapproved employees of the Supplier or a subcontractor.

**13.5** Rights and obligations of the State or a Customer under the terms of this Contract may be assigned or transferred, at no additional cost, to other Customer entities.

#### **14 Background Checks and Criminal History Investigations**

Prior to the commencement of any services, background checks and criminal history investigations of the Supplier's employees and subcontractors who will be providing services may be required and, if so, the required information shall be provided to the State in a timely manner. Supplier's access to facilities, data and information may be withheld prior to completion of background verification acceptable to the State. The costs of additional background checks beyond Supplier's normal hiring practices shall be the responsibility of the Customer unless such additional background checks are required solely because Supplier will not provide results of its otherwise acceptable normal background checks; in such an instance, Supplier shall pay for the additional background checks. Supplier will coordinate with the State and its employees to complete the necessary background checks and criminal history investigations. Should any employee or subcontractor of the Supplier who will be providing services under the Contract not be acceptable as a result of the background check or criminal history investigation, the Customer may require replacement of the employee or subcontractor in question and, if no suitable replacement is made within a reasonable time, terminate the purchase order or other payment mechanism associated with the project or services.

#### **15 Patents and Copyrights**

Without exception, a product or deliverable price shall include all royalties or costs owed by the Supplier to any third party arising from the use of a patent, intellectual property, copyright or other property right held by such third party. Should any third party threaten or make a claim that any portion of a product or service provided by Supplier under the Contract infringes that party's patent, intellectual property,

copyright or other property right, Supplier shall enable each affected Customer to legally continue to use, or modify for use, the portion of the product or service at issue or replace such potentially infringing product, or re-perform or redeliver in the case of a service, with at least a functional non-infringing equivalent. Supplier's duty under this section shall extend to include any other product or service rendered materially unusable as intended due to replacement or modification of the product or service at issue. If the Supplier determines that none of these alternatives are reasonably available, the State shall return such portion of the product or deliverable at issue to the Supplier, upon written request, in exchange for a refund of the price paid for such returned goods as well as a refund or reimbursement, if applicable, of the cost of any other product or deliverable rendered materially unusable as intended due to removal of the portion of product or deliverable at issue. Any remedy provided under this section is not an exclusive remedy and is not intended to operate as a waiver of legal or equitable remedies because of acceptance of relief provided by Supplier.

## **16 Indemnification**

### **16.1 Acts or Omissions**

- A.** Supplier shall defend and indemnify the Indemnified Parties, as applicable, for any and all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising out of, or resulting from any action or claim for bodily injury, death, or property damage brought against any of the Indemnified parties to the extent arising from any negligent act or omission or willful misconduct of the Supplier or its agents, employees, or subcontractors in the execution or performance of the Contract.
- B.** To the extent Supplier is found liable for loss, damage, or destruction of any property of Customer due to negligence, misconduct, wrongful act, or omission on the part of the Supplier, its employees, agents, representatives, or subcontractors, the Supplier and Customer shall use best efforts to mutually negotiate an equitable settlement amount to repair or replace the property unless such loss, damage or destruction is of such a magnitude that repair or replacement is not a reasonable option. Such amount shall be invoiced to, and is payable by, Supplier sixty (60) calendar days after the date of Supplier's receipt of an invoice for the negotiated settlement amount.

### **16.2 Infringement**

Supplier shall indemnify the Indemnified Parties, as applicable, for all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising from or in connection with Supplier's breach of its representations and warranties in the Contract or alleged infringement of any patent, intellectual property, copyright or other property right in connection with a product or service provided under the Contract. Supplier's duty under this section is reduced to the extent a claimed infringement results from: (a) a Customer's or user's content; (b) modifications by Customer or third party to a product delivered under the Contract or combinations of the product with any non-Supplier-provided services or products unless Supplier recommended or participated in such modification or combination; (c) use of a product or service by Customer in violation of the Contract unless done so at the direction of Supplier, or (d) a non-Supplier product that has not been provided to the State by, through or on behalf of Supplier as opposed to its combination with products Supplier provides to or develops for the State or a Customer as a system.

### **16.3 Notice and Cooperation**

In connection with indemnification obligations under the Contract, the parties agree to furnish prompt written notice to each other of any third-party claim. Any Customer affected by the claim will reasonably cooperate with Supplier and defense of the claim to the extent its interests are aligned with Supplier. Supplier shall use counsel reasonably experienced in the subject matter at issue and will not settle a claim without the written consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim against Indemnified Parties that are not a State agency, where relief against the Indemnified Parties is limited to monetary damages that are paid by the defending party under indemnification provisions of the Contract.

### **16.4 Coordination of Defense**

In connection with indemnification obligations under the Contract, when a State agency is a named defendant in any filed or threatened lawsuit, the defense of the State agency shall be coordinated by the Attorney General of Oklahoma, or the Attorney General may authorize the Supplier to control the defense and any related settlement negotiations; provided, however, Supplier shall not agree to any settlement of claims against the State without obtaining advance written concurrence from the Attorney General. If the Attorney General does not authorize sole control of the defense and settlement negotiations to Supplier, Supplier shall have authorization to equally

participate in any proceeding related to the indemnity obligation under the Contract and shall remain responsible to indemnify the applicable Indemnified Parties.

## **16.5 Limitation of Liability**

- A. With respect to any claim or cause of action arising under or related to the Contract, neither the State nor any Customer shall be liable to Supplier for lost profits, lost sales or business expenditures, investments, or commitments in connection with any business, loss of any goodwill, or for any other indirect, incidental, punitive, special or consequential damages, even if advised of the possibility of such damages.
- B. Notwithstanding anything to the contrary in the Contract, no provision shall limit damages, expenses, costs, actions, claims, and liabilities arising from or related to property damage, bodily injury or death caused by Supplier or its employees, agents or subcontractors; indemnity, security or confidentiality obligations under the Contract; the bad faith, negligence, intentional misconduct or other acts for which applicable law does not allow exemption from liability of Supplier or its employees, agents or subcontractors.
- C. The limitation of liability and disclaimers set forth in the Contract will apply regardless of whether Customer has accepted a product or service. The parties agree that Supplier has set its fees and entered into the Contract in reliance on the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties and form an essential basis of the bargain between the parties. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.

## **17 Termination for Funding Insufficiency**

- 17.1** Notwithstanding anything to the contrary in any Contract Document, the State may terminate the Contract in whole or in part if funds sufficient to pay obligations under the Contract are not appropriated or received from an intended third-party funding source. In the event of such insufficiency, Supplier will be provided at least fifteen (15) calendar days' written notice of termination. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated. The determination by the State of insufficient funding shall be accepted by, and shall be final and binding on, the Supplier.

- 17.2 Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contractor certain obligations are terminated shall be refunded.
- 17.3 The State's exercise of its right to terminate the Contract under this section shall not be considered a default or breach under the Contract or relieve the Supplier of any liability for claims arising under the Contract.

## **18 Termination for Cause**

- 18.1 Supplier may terminate the Contract if (i) it has provided the State with written notice of material breach and (ii) the State fails to cure such material breach within thirty (30) days of receipt of written notice. If there is more than one Customer, material breach by a Customer does not give rise to a claim of material breach as grounds for termination by Supplier of the Contract as a whole. The State may terminate the Contract in whole or in part if (i) it has provided Supplier with written notice of material breach, and (ii) Supplier fails to cure such material breach within thirty (30) days of receipt of written notice. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated.
- 18.2 The State may terminate the Contract in whole or in part immediately without a thirty (30) day written notice to Supplier if (i) Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract; (ii) Supplier's material breach is reasonably determined to be an impediment to the function of the State and detrimental to the State or to cause a condition precluding the thirty (30) day notice or (iii) when the State determines that an administrative error in connection with award of the Contract occurred prior to Contract performance.
- 18.3 Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence

of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Such termination is not an exclusive remedy but is in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded. Termination of the Contract under this section, in whole or in part, shall not relieve the Supplier of liability for claims arising under the Contract.

- 18.4** The Supplier's repeated failure to provide an acceptable product or service; Supplier's unilateral revision of linked or supplemental terms that have a materially adverse impact on a Customer's rights or obligations under the Contract (except as required by a governmental authority); actual or anticipated failure of Supplier to perform its obligations under the Contract; Supplier's inability to pay its debts when due; assignment for the benefit of Supplier's creditors; or voluntary or involuntary appointment of a receiver or filing of bankruptcy of Supplier shall constitute a material breach of the Supplier's obligations, which may result in partial or whole termination of the Contract. This subsection is not intended as an exhaustive list of material breach conditions. Termination may also result from other instances of failure to adhere to the Contract provisions and for other reasons provided for by applicable law, rules or regulations; without limitation, OAC 260:115-9-9 is an example.

## **19 Termination for Convenience**

- 19.1** The State may terminate the Contract, in whole or in part, for convenience if it is determined that termination is in the State's best interest. In the event of a termination for convenience, Supplier will be provided at least thirty (30) days' written notice of termination. Any partial termination of the Contract shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that remain in effect.
- 19.2** Upon receipt of notice of such termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but

there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded. Termination of the Contract under this section, in whole or in part, shall not relieve the Supplier of liability for claims arising under the Contract.

## **20 Suspension of Supplier**

- 20.1** Supplier may be subject to Suspension without advance notice and may additionally be suspended from activities under the Contract if Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract.
- 20.2** Upon receipt of a notice pursuant to this section, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to receipt of notice by Supplier, the Suspension does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract during a period of Suspension or suspended activity or for any damages or other amounts caused by or associated with such Suspension or suspended activity. A right exercised under this section shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees attributable to a period of Suspension or suspended activity shall be refunded.
- 20.3** Such Suspension may be removed, or suspended activity may resume, at the earlier of such time as a formal notice is issued that authorizes the resumption of performance under the Contract or at such time as a purchase order or other appropriate encumbrance document is issued. This subsection is not intended to operate as an affirmative statement that such resumption will occur.

## **21 Certification Regarding Debarment, Suspension, and Other Responsibility Matters**

The certification made by Supplier with respect to Debarment, Suspension, certain indictments, convictions, civil judgments and terminated public contracts is a material representation of fact upon which reliance was placed when entering into the Contract.

A determination that Supplier knowingly rendered an erroneous certification, in addition to other available remedies, may result in whole or partial termination of the Contract for Supplier's default. Additionally, Supplier shall promptly provide written notice to the State Purchasing Director if the certification becomes erroneous due to changed circumstances.

**22 Certification Regarding State Employees Prohibition From Fulfilling Services**

Pursuant to 74 O.S. § 85.42, the Supplier certifies that no person involved in any manner in development of the Contract employed by the State shall be employed to fulfill any services provided under the Contract.

**23 Force Majeure**

**23.1** Either party shall be temporarily excused from performance to the extent delayed as a result of unforeseen causes beyond its reasonable control including fire or other similar casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority provided the party experiencing the force majeure event has prudently and promptly acted to take any and all steps within the party's control to ensure continued performance and to shorten duration of the event. If a party's performance of its obligations is materially hindered as a result of a force majeure event, such party shall promptly notify the other party of its best reasonable assessment of the nature and duration of the force majeure event and steps it is taking, and plans to take, to mitigate the effects of the force majeure event. The party shall use commercially reasonable best efforts to continue performance to the extent possible during such event and resume full performance as soon as reasonably practicable.

**23.2** Subject to the conditions set forth above, non-performance as a result of a force majeure event shall not be deemed a default. However, a purchase order or other payment mechanism may be terminated if Supplier cannot cause delivery of a product or service in a timely manner to meet the business needs of Customer. Supplier is not entitled to payment for products or services not received and, therefore, amounts payable to Supplier during the force majeure event shall be equitably adjusted downward.

**23.3** Notwithstanding the foregoing or any other provision in the Contract, (i) the following are not a force majeure event under the Contract: (a) shutdowns, disruptions or malfunctions in Supplier's system or any of Supplier's telecommunication or internet services other than as a result of general and widespread internet or telecommunications failures that are not limited to Supplier's systems or (b) the delay or failure of Supplier or subcontractor personnel to perform any obligation of Supplier hereunder unless such delay

or failure to perform is itself by reason of a force majeure event and (ii) no force majeure event modifies or excuses Supplier's obligations related to confidentiality, indemnification, data security or breach notification obligations set forth herein.

## **24 Security of Property and Personnel**

In connection with Supplier's performance under the Contract, Supplier may have access to Customer personnel, premises, data, records, equipment and other property. Supplier shall use commercially reasonable best efforts to preserve the safety and security of such personnel, premises, data, records, equipment, and other property of Customer. Supplier shall be responsible for damage to such property to the extent such damage is caused by its employees or subcontractors and shall be responsible for loss of Customer property in its possession, regardless of cause. If Supplier fails to comply with Customer's security requirements, Supplier is subject to immediate suspension of work as well as termination of the associated purchase order or other payment mechanism.

## **25 Notices**

All notices, approvals or requests allowed or required by the terms of any Contract Document shall be in writing, reference the Contract with specificity and deemed delivered upon receipt or upon refusal of the intended party to accept receipt of the notice. In addition to other notice requirements in the Contract and the designated Supplier contact provided in a successful Bid, notices shall be sent to the State at the physical address set forth below. Notice information may be updated in writing to the other party as necessary. Notwithstanding any other provision of the Contract, confidentiality, breach and termination-related notices shall not be delivered solely via e-mail.

### **If sent to the State:**

State Purchasing Director  
2401 North Lincoln Boulevard, Suite 116  
Oklahoma City, Oklahoma 73105

### **With a copy, which shall not constitute notice, to:**

Purchasing Division Deputy General Counsel  
2401 North Lincoln Boulevard, Suite 116  
Oklahoma City, Oklahoma 73105

## **26 Miscellaneous**

### **26.1 Choice of Law and Venue**

Any claim, dispute, or litigation relating to the Contract Documents, in the singular or in the aggregate, shall be governed by the laws of the State without regard to application of choice of law principles. Pursuant to 74 O.S. §85.14, where federal granted funds are involved, applicable federal laws, rules and regulations shall govern to the extent necessary to insure benefit of such federal funds to the State. Venue for any action, claim, dispute, or litigation relating in any way to the Contract Documents, shall be in Oklahoma County, Oklahoma.

**26.2 No Guarantee of Products or Services Required**

The State shall not guarantee any minimum or maximum amount of Supplier products or services required under the Contract.

**26.3 Employment Relationship**

The Contract does not create an employment relationship. Individuals providing products or performing services pursuant to the Contract are not employees of the State or Customer and, accordingly are not eligible for any rights or benefits whatsoever accruing to such employees.

**26.4 Transition Services**

If transition services are needed at the time of Contract expiration or termination, Supplier shall provide such services on a month-to-month basis, at the contract rate or other mutually agreed rate. Supplier shall provide a proposed transition plan, upon request, and cooperate with any successor supplier and with establishing a mutually agreeable transition plan. Failure to cooperate may be documented as poor performance of Supplier.

**26.5 Publicity**

The existence of the Contract or any Acquisition is in no way an endorsement of Supplier, the products or services and shall not be so construed by Supplier in any advertising or publicity materials. Supplier agrees to submit to the State all advertising, sales, promotion, and other publicity matters relating to the Contract wherein the name of the State or any Customer is mentioned or language used from which, in the State's judgment, an endorsement may be inferred or implied. Supplier further agrees not to publish or use such advertising, sales promotion, or publicity matter or release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the Contract or any Acquisition hereunder without obtaining the prior written approval of the State.

## **26.6 Open Records Act**

Supplier acknowledges that all State agencies and certain other Customers are subject to the Oklahoma Open Records Act set forth at 51 O.S. §24A-1 *et seq.* Supplier also acknowledges that compliance with the Oklahoma Open Records Act and all opinions of the Oklahoma Attorney General concerning the Act is required.

## **26.7 Failure to Enforce**

Failure by the State or a Customer at any time to enforce a provision of, or exercise a right under, the Contract shall not be construed as a waiver of any such provision. Such failure to enforce or exercise shall not affect the validity of any Contract Document, or any part thereof, or the right of the State or a Customer to enforce any provision of, or exercise any right under, the Contract at any time in accordance with its terms. Likewise, a waiver of a breach of any provision of a Contract Document shall not affect or waive a subsequent breach of the same provision or a breach of any other provision in the Contract.

## **26.8 Mutual Responsibilities**

- A. No party to the Contract grants the other the right to use any trademarks, trade names, other designations in any promotion or publication without the express written consent by the other party.
- B. The Contract is a non-exclusive contract and each party is free to enter into similar agreements with others.
- C. The Customer and Supplier each grant the other only the licenses and rights specified in the Contract and all other rights and interests are expressly reserved.
- D. The Customer and Supplier shall reasonably cooperate with each other and any Supplier to which the provision of a product and/or service under the Contract may be transitioned after termination or expiration of the Contract.
- E. Except as otherwise set forth herein, where approval, acceptance, consent, or similar action by a party is required under the Contract, such action shall not be unreasonably delayed or withheld.

## **26.9 Invalid Term or Condition**

To the extent any term or condition in the Contract conflicts with a compulsory applicable State or United States law or regulation, such Contract term or

condition is void and unenforceable. By executing any Contract Document which contains a conflicting term or condition, no representation or warranty is made regarding the enforceability of such term or condition. Likewise, any applicable State or federal law or regulation which conflicts with the Contract or any non-conflicting applicable State or federal law or regulation is not waived.

#### **26.10 Severability**

If any provision of a Contract Document, or the application of any term or condition to any party or circumstances, is held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable and the application of such provision to other parties or circumstances shall remain valid and in full force and effect. If a court finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

#### **26.11 Section Headings**

The headings used in any Contract Document are for convenience only and do not constitute terms of the Contract.

#### **26.12 Sovereign Immunity**

Notwithstanding any provision in the Contract, the Contract is entered into subject to the State's Constitution, statutes, common law, regulations, and the doctrine of sovereign immunity, none of which are waived by the State nor any other right or defense available to the State.

#### **26.13 Survival**

As applicable, performance under all license, subscription, service agreements, statements of work, transition plans and other similar Contract Documents entered into between the parties under the terms of the Contract shall survive Contract expiration. Additionally, rights and obligations under the Contract which by their nature should survive including, without limitation, certain payment obligations invoiced prior to expiration or termination; confidentiality obligations; security incident and data breach obligations and indemnification obligations, remain in effect after expiration or termination of the Contract.

#### **26.14 Entire Agreement**

The Contract Documents taken together as a whole constitute the entire agreement between the parties. No statement, promise, condition,

understanding, inducement or representation, oral or written, expressed or implied, which is not contained in a Contract Document shall be binding or valid. The Supplier's representations and certifications, including any completed electronically, are incorporated by reference into the Contract.

**26.15 Gratuities**

The Contract may be immediately terminated, in whole or in part, by written notice if it is determined that the Supplier, its employee, agent, or another representative violated any federal, State or local law, rule or ordinance by offering or giving a gratuity to any State employee directly involved in the Contract. In addition, Suspension or Debarment of the Supplier may result from such a violation.

**26.16 Import/Export Controls**

Neither party will use, distribute, transfer or transmit any equipment, services, software or technical information provided under the Contract (even if incorporated into other products) except in compliance with all applicable import and export laws, conventions and regulations.

## ATTACHMENT C

### OKLAHOMA STATEWIDE CONTRACT TERMS

#### 1. Statewide Contract Type

- 1.1 The Contract is a mandatory contract.
- 1.2 The Contract is a firm, fixed price contract for indefinite delivery and quantity for the Acquisitions available under the Contract.

#### 2. Orders and Addendums

- 2.1 Unless mutually agreed in writing otherwise, orders shall be placed directly with the Supplier by issuance of written purchase orders or by Purchase Card by state agencies and other authorized entities. All orders are subject to the Contract terms and any order dated prior to Contract expiration shall be performed. Delivery to multiple destinations may be required.
- 2.2 Any ordering document shall be effective between Supplier and the Customer only and shall not be an Addendum to the Contract in its entirety or apply to any Acquisition by another Customer.
- 2.3 Additional terms added to a Contract Document by a Customer shall be effective if the additional terms do not conflict with the General Terms and are acceptable to Supplier. However, an Addendum to the Contract shall be signed by the State Purchasing Director or designee. Regarding information technology and telecommunications contracts, pursuant to 62 O.S., §34.11.1, the Chief Information Officer acts as the Information Technology and Telecommunications Purchasing Director.

#### 3. Termination for Funding Insufficiency

In addition to Contract terms relating to termination due to insufficient funding, a Customer may terminate any purchase order or other payment mechanism if funds sufficient to pay obligations under the Contract are not appropriated or received from an intended third-party funding source. The determination by the Customer of insufficient funding shall be accepted by, and shall be final and binding on, the Supplier.

#### **4. Termination for Cause**

In addition to Contract terms relating to termination for cause, a customer may terminate its obligations, in whole or in part, to Supplier if it has provided Supplier with written notice of material breach and Supplier fails to cure such material breach within thirty (30) days of receipt of written notice. The Customer may also terminate a purchase order or other payment mechanism or Supplier's activities under the Contract immediately without a thirty (30) day written notice to Supplier, if Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements if such non-compliance relates or may relate to Supplier provision of products or services to the Customer or if Supplier's material breach is reasonably determined (i) to be an impediment to the function of the Customer and detrimental to the Customer, or (ii) when conditions preclude the thirty (30) day notice.

#### **5. Termination for Convenience**

In addition to any termination for convenience provisions in the Contract, a Customer may terminate a purchase order or other payment mechanism for convenience if it is determined that termination is in the Customer's best interest. Supplier will be provided at least thirty (30) days' written notice of termination.

#### **6. Contract Management Fee and Usage Report**

**6.1** Pursuant to 74 O.S. § 85.33A, the State assesses a contract management fee on all Acquisitions under a statewide contract. The payment of such fee will be calculated for all Acquisitions, net of returns and the Supplier has no right of setoff against such fee regardless of the payment status of any Customer or any aggregate accounts receivable percentage. Supplier acknowledges and agrees that all prices quoted under any statewide contract shall include the contract management fee and the contract management fee shall not be reflected as a separate line item in Supplier's billing. The State reserves the right to change this fee upward or downward upon sixty (60) calendar days' written notice to Supplier without further requirement for an Addendum.

**6.2** While Supplier is the awardee of a statewide contract, Acquisitions that occur under the terms of the statewide contract are subject to a one percent (1%) contract management fee to be paid by Supplier. Supplier shall submit a Contract Usage Report on a quarterly basis for each contract

using a form provided by the State and such report shall include applicable information for each transaction. Reports shall include usage of the statewide contract by every Customer during the applicable quarter. A singular report provided late will not be considered a breach of the statewide contract; provided, however, repeated failure to submit accurate quarterly usage reports and submit timely payments may result in suspension or termination, in whole or in part, of the Contract.

- 6.3** All Contract Usage Reports shall meet the following criteria:
- i. Electronic submission in Microsoft Excel format to [strategic.sourcing@omes.ok.gov](mailto:strategic.sourcing@omes.ok.gov);
  - ii. Quarterly submission regardless of whether there were Acquisitions under the Contract during the applicable quarterly reporting period;
  - iii. Submission no later than forty-five (45) days following the end of each calendar quarter;
  - iv. Contract quarterly reporting periods shall be as follows:
    - a. January 01 through March 31;
    - b. April 01 through June 30;
    - c. July 01 through September 30; and
    - d. October 01 through December 31.
  - v. Reports must include the following information:
    - a. Procuring entity;
    - b. Order date;
    - c. Purchase Order number or note that the Acquisition was paid by Purchase Card;
    - d. City in which products or services were received or specific office or subdivision title;
    - e. Product manufacturer or type of service;
    - f. Manufacturer item number, if applicable;
    - g. Product description;

- h. General product category, if applicable;
- i. Quantity;
- j. Unit list price or MSRP, as applicable;
- k. Unit price charged to the purchasing entity; and
- l. Other Contract usage information requested by the State.

6.4 Payment of the contract management fee shall be delivered to the following address within forty-five (45) calendar days after the end of each quarterly reporting period:

State of Oklahoma  
Office of Management and Enterprise Services, Central Purchasing  
Will Rogers Building  
2401 North Lincoln Boulevard, Suite 116  
Oklahoma City, Oklahoma 73105

To ensure payment is properly accounted for, Supplier shall provide the following information with payment: (i) reference to the applicable Contract Usage Report and quarterly reporting period and (ii) the applicable statewide contract number(s) and the amount of the contract management fee being paid for each contract number.

## **ATTACHMENT E**

Current Supplier pricing is available on the Statewide Contract 0035 webpage. Please reach out to the Contracting Officer if there are any questions.



# City of Broken Arrow

## Request for Action

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**File #: 25-1217, Version: 1**

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**Broken Arrow City Council  
Meeting of: 09-02-2025**

**Title:**

Approval and authorization to reject all bids for RFP No. 25.177, Traffic Paint, as only one awardable bid was received

**Background:**

The Purchasing Department issued Request for Proposal Packet No. 25.177 on behalf of the Streets and Stormwater Department, seeking traffic paint on an as-needed basis. The solicitation was publicly posted on the City of Broken Arrow's website and advertised in the Tulsa World. The bid opening took place on July 15, 2025, and resulted in the receipt of two bids.

Upon review, it was determined that the submission from Ennis Flint was not notarized and is therefore disqualified.

After careful evaluation, staff recommends rejecting all bids at this time. This action is in the best interest of the City and will allow the project to be rebid in order to secure the most competitive pricing and best overall value for the City of Broken Arrow.

**Cost:** N/A

**Funding Source:** Various Street Project Funding Sources

**Requested By:** Ryan Baze, Director of Maintenance Services

**Approved By:** City Manager's Office

**Attachments:** 25.177 Signed Bid Tab

**Recommendation:**

Approval and authorization to reject all bids for RFP No. 25.177, Traffic Paint, as only one awardable bid was received.

<b>RFP 25.177 - Traffic Paint</b>		<b>Bidders</b>	
Description: This will be a firm fixed-price agreement for the purchase and delivery of traffic paint. The successful vendor shall supply traffic paint as specified in the bid documents, delivered to the City of Broken Arrow at designated locations. Pricing shall remain firm for the duration of the contract term. No installation or application services are required under this agreement.		Ennis Flint, Inc.	The Sherwin-Williams Company
<b>Price Summary - Rates and Charges</b>	<b>QTY</b>		
5 Gallons White Flat	40	\$2,600.00	\$4,000.00
5 Gallons Yellow Flat	40	\$2,630.00	\$4,000.00
50 Gallons White Flat	30	\$18,000.00	\$23,100.00
50 Gallons Yellow Flat	30	\$18,225.00	\$22,275.00
Per Bag Class III Glass Beads		No Bid	No Bid
<b>Notary Public Commission Expires</b>		<b>No Notary</b>	<b>11/29/2025</b>
<b>Total</b>		<b>\$41,455.00</b>	<b>\$53,375.00</b>

**RFP 25.177 - Traffic Paint**

This was advertised on the City Website as well as the Tulsa World.

Bid was sent out to 5 Vendors with 2 Vendors responding.

This bid tabulation is true and accurate to the best of my knowledge.

X Ryan Baze

Date: 8/1/2025

Ryan Baze, General Services Director



# City of Broken Arrow

## Request for Action

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**File #:** 25-1219, **Version:** 1

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**Broken Arrow City Council**  
**Meeting of: 09-02-2025**

**Title:**

Approval of and authorization to award bid 25.178 Traffic Signal Repair and Service to TLS Group Inc. as primary and award Davis H Elliot and Lighthouse Transportation Group as secondary vendors

**Background:**

In an effort to improve service delivery while reducing costs, the Purchasing Division solicited quotes from qualified Traffic Signal Repair Service providers to furnish required services on a recurring basis from July 1, 2025, through June 30, 2026.

Bids were solicited from five (5) vendors, with three (3) responses received and publicly opened on July 16, 2025. Services under this contract include routine maintenance, emergency repairs, and related traffic signal work as needed.

After evaluation of qualifications, pricing, and responsiveness, staff recommends awarding Bid #25.178 to TLS Group, Inc. as the primary vendor. To ensure service continuity, staff further recommends awarding Davis H. Elliot and Lighthouse Transportation as secondary vendors to be utilized in the event the primary vendor is unavailable or additional capacity is required.

Funding for this service is available in the Traffic Operations Division operating budget.

**Cost:** Rates as set out in the agreement

**Funding Source:** STCI Fund 342

**Requested By:** Ryan Baze, Maintenance Services Director

**Approved By:** City Manager's Office

**Attachments:** Bid tab for bid #25.178, TLS Bid Doc's. Davis H Elliot Bid Doc's, Lighthouse Transportation Bid Doc's

**Recommendation:**

Approval of and authorization to award bid 25.178 Traffic Signal Repair and Service to TLS Group Inc. as primary and award Davis H Elliot and Lighthouse Transportation

Group as secondary vendors.



RFP 25.178 - Traffic Signal Repair and Service	Bidders		
Description: This will be a time and materials agreement for traffic signal and street lighting repair services. The Service Company will be compensated based on actual labor hours worked and materials used, as authorized by the City of Broken Arrow's Traffic Signal Division Manager. All services will be performed on an as-needed basis, and work will be scheduled and coordinated through the City. This agreement does not include major lighting projects that are subject to competitive bidding.	Davis H Elliot Construction Company, Inc.	Lighthouse Transportation Group, LLC	TLS Group, Inc
Price Summary - Rates and Charges			
Signal tech. Labor rate per hour - Regular Hours	\$117.22	\$125.00	\$125
Signal tech. Labor rate per hour - Overtime Hours	\$152.38	\$125.00	\$145
Apprentice labor rate per hour - Regular Hours	\$100.37	\$125.00	\$100
Apprentice labor rate per hour - Overtime Hours	\$130.48	\$125.00	\$120
Show times that constitute after hours	5:00 pm to 7:00 am	7:00 pm to 7:00 am	5:00 pm to 7:00 am
Materials/Parts pricing: Show mark up costs if any	10%	12%	35%
Any additional charges	N/A	N/A	N/A
Additional Comments			
	Signal tech includes labor and bucket truck. Apprentice includes labor and arrow board.	Signal tech includes labor and bucket truck. Apprentice includes labor and arrow board.	Signal tech includes labor and bucket truck. Apprentice includes labor and arrow board.
Notary Public Commission Expires	10/31/2026	11/15/2025	3/25/2029
Total	\$500.55	\$500.12	\$490.35

**RFP 25.178 - Traffic Signal Repair and Service**  
**This was advertised on the City Website as well as the Tulsa World.**  
**Bid was sent out to 5 Vendors with 3 Vendors responding.**  
**This bid tabulation is true and accurate to the best of my knowledge.**

X Ryan Baze

Date: 8/5/2025

**Ryan Baze, General Services Director**

**BIDDERS NAME:** TLS Group, Inc.

**ATTACHMENT A - PRICING SUMMARY**

**RATES AND CHARGES**

Note: Pricing is to remain firm while the contract is in effect

	Qty.	Unit	Description	Unit Price
1	X	N/A	Contract for Traffic Signal Repair and Service	X
2	1	Hr.	Signal Tech. Labor Rate Per Hour	\$ Reg. <u>125.00</u>  \$ OT. <u>145.00</u>
3	1	Hr.	Apprentice Labor Rate Per Hour	\$ Reg. <u>100.00</u>  \$ OT. <u>120.00</u>
4	1	Hr.	Labor Rate for After-Hour Calls	See Item 2 & 3
5	1	N/A	Show times that constitute after hours	FROM AM/PM <u>5:00PM</u>  TO AM/PM <u>7:00AM</u>
6	1	Ea.	Material/Parts Pricing: Show mark up costs if any	\$ <u>35%</u>
7	1	N/A	Other Charges _____	\$ <u>0</u>
8	Attachments Required:		Proof of insurance, Three References	X
9	<b>Comments: Items 2 include labor and bucket truck Item 3 includes labor and arrow board</b>			

BIDDERS NAME: TLS Group, Inc.

**ATTACHMENT B - TERMS AND SIGNATURE SHEET**

In compliance with this invitation for RFP/Bid Number: 25.178 and subject to all conditions thereof, the undersigned offers and agrees to furnish any or all items and/or services upon which prices are quoted, at the price quoted as specified.

My signature certifies that the accompanying bid is not the result of or affected by any act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Federal, State, or City Law. Furthermore, I understand that fraudulent and collusive bidding is a crime under Federal, State, and City Law and can result in fines, prison sentences, and civil damage awards. I hereby certify that I am authorized to sign this bid for the bidder.

If you desire not to bid on this Invitation, forward your acknowledgement of "No Bid". Return of only the "Statement of No Interest Sheet" with authorized signature and indicate the reason for "No Bid". Failure to comply may be cause for removal of your company's name from the bid list for the subject commodity and/or service.

Complete Legal Name of Bidder TLS Group, Inc.

Date: 7/15/2025

Company Name: TLS Group, Inc.

Address: 13305 N Santa Fe Ave

Oklahoma City, OK

73114

City

State

Zip Code

Email: estimating@tlsgroupinc.net

X [Signature] Official Title: C.O.O.

Please print or type name clearly: David N. Willis

Telephone: 405-524-1341 Fax Number: \_\_\_\_\_

Federal Tax ID Number: 882510200

Subscribed and sworn to before me this 15<sup>th</sup> day of July

My Commission Expires: 3/25/29 Kelley Dearden  
Notary Public (or Clerk of Judge)



THIS BID IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT

BIDDERS NAME:           TLS Group, Inc.          

**ATTACHMENT C - REFERENCES**

Provide a listing of at least three (3) references, preferably school districts but certainly companies of similar size/volume, for whom you have provided these services within the last three (3) years.

**Customer Name:**           City of OKC          

Telephone:           405-297-3093          

Contact Name:           Chris Garrison           Title:           Project Manager          

Address:           420 W Main St.          

<u>          OKC          </u>	<u>          OK          </u>	<u>          73102          </u>
City	State	Zip Code

Email Address:           christopher.garrison@okc.gov          

**Customer Name:**           Allen Contracting          

Telephone:           405-677-5006          

Contact Name:           Todd Steelman           Title:           Project Engineer          

Address:           PO Box 1178          

<u>          OKC          </u>	<u>          OK          </u>	<u>          73101          </u>
City	State	Zip Code

Email Address:           todd.steelman@allen-contracting.com          

**Customer Name:**           BECCO Contractors          

Telephone:           918-830-2760          

Contact Name:           Aaron Wilcox           Title:           Chief Estimator          

Address:           PO Box 9159          

<u>          Tulsa          </u>	<u>          OK          </u>	<u>          74157          </u>
City	State	Zip Code

Email Address:           aaron@beccousa.com          

THIS BID IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT

BIDDERS NAME:     TLS Group, Inc.    

**ATTACHMENT D - INTEREST AFFIDAVIT**

The following affidavit is to accompany the proposal:

STATE OF:     Oklahoma    

COUNTY OF:     Oklahoma    

    David N. Willis    

\_\_\_\_\_, of lawful age, being first duly sworn, states that s(he) is the agent authorized by the bidder to submit the attached proposal. Affiant further states that no officer or employee of the City of Broken Arrow either directly or indirectly, owns a twenty-five percent (25%) interest in the bidder's business or such a percentage, which constitutes a controlling interest. Affiant further states that the following officers and/or employees of the City of Broken Arrow have some direct or indirect interest in the bidder's business:

    NONE    

For purposes of this affidavit, a direct or indirect interest is defined to include any relationship existing on the date of this affidavit, or which previously existed within the past year. Such an interest shall also be defined to include any business relationship between or among the proposed parties to the contract project and also to include any business relationship between the officers and directors of the proposed contracting parties of the project.

X     *[Signature]*    

Subscribed and sworn to before me this     15<sup>th</sup>     day of     July     20     25    

My Commission Expires:     3/25/29         *Kelley Dearden*      
Notary Public (or Clerk or Judge)



THIS BID IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT

BIDDERS NAME:     TLS Group, Inc.    

**ATTACHMENT D - INTEREST AFFIDAVIT**

The following affidavit is to accompany the proposal:

STATE OF:     Oklahoma    

COUNTY OF:     Oklahoma    

    David N. Willis    

, of lawful age, being first duly sworn, states that s(he) is the agent authorized by the bidder to submit the attached proposal. Affiant further states that no officer or employee of the City of Broken Arrow either directly or indirectly, owns a twenty-five percent (25%) interest in the bidder's business or such a percentage, which constitutes a controlling interest. Affiant further states that the following officers and/or employees of the City of Broken Arrow have some direct or indirect interest in the bidder's business:

    NONE    

For purposes of this affidavit, a direct or indirect interest is defined to include any relationship existing on the date of this affidavit, or which previously existed within the past year. Such an interest shall also be defined to include any business relationship between or among the proposed parties to the contract project and also to include any business relationship between the officers and directors of the proposed contracting parties of the project.

X     *[Signature]*    

Subscribed and sworn to before me this     15<sup>th</sup>     day of     July     20     25    

My Commission Expires:     3/25/29         *Kelley Dearden*      
Notary Public (or Clerk or Judge)



THIS BID IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT

BIDDERS NAME:     TLS Group, Inc.    

**ATTACHMENT D - INTEREST AFFIDAVIT**

The following affidavit is to accompany the proposal:

STATE OF:     Oklahoma    

COUNTY OF:     Oklahoma    

David N. Willis, of lawful age, being first duly sworn, states that s(he) is the agent authorized by the bidder to submit the attached proposal. Affiant further states that no officer or employee of the City of Broken Arrow either directly or indirectly, owns a twenty-five percent (25%) interest in the bidder's business or such a percentage, which constitutes a controlling interest. Affiant furthers states that the following officers and/or employees of the City of Broken Arrow have some direct or indirect interest in the bidder's business:

NONE  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

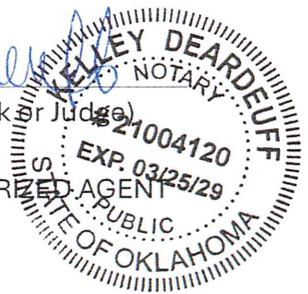
For purposes of this affidavit, a direct or indirect interest is defined to include any relationship existing on the date of this affidavit, or which previously existed within the past year. Such an interest shall also be defined to include any business relationship between or among the proposed parties to the contract project and also to include any business relationship between the officers and directors of the proposed contracting parties of the project.

X 

Subscribed and sworn to before me this 15<sup>th</sup> day of July 20 25

My Commission Expires: 3/25/29

Kelley Dearduff  
Notary Public (or Clerk or Judge)



THIS BID IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT

BIDDERS NAME:     TLS Group, Inc.    

**ATTACHMENT E - PROPOSAL AFFIDAVIT**

The following affidavit is to accompany the proposal:

STATE OF:     Oklahoma    

COUNTY OF:     Oklahoma    

    David N. Willis    , of lawful age, being first duly sworn, on oath says:

1. (S)he is the duly authorized agent of     TLS Group, Inc.    , the proposer submitting the competitive offer which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among proposer and between proposer and city officials or employees, as well as facts to pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the offer to which this statement is attached;

2. (S)he is fully aware of the facts and circumstances surrounding the making of the offer to which this statement is attached and has been personally and directly involved in the proceeding leading to the submission of such proposal; and

3. Neither the proposer nor anyone subject to the proposer's direction or control has been a party:

- a). to any collusion among proposers in restraint of freedom of competition by agreement to submit an offer at a fixed price or to refrain from submitting an offer, b).
- to any collusion with any city official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of such prospective contract, nor
- c). in any discussions between proposers and any city official concerning exchange of money or other things of value for special consideration in the letting of a contract.

X     *[Signature]*    

Subscribed and sworn to before me this     15<sup>th</sup>     day of     July     20     25    

My Commission Expires:     3/25/29         Kelley Deardeuff      
Notary Public (or Clerk or Judge)



THIS BID IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT

**BIDDERS NAME:** Davis H. Elliot Construction Company, Inc.

**ATTACHMENT A - PRICING SUMMARY**

**RATES AND CHARGES**

Note: Pricing is to remain firm while the contract is in effect

	Qty.	Unit	Description	Unit Price
1	X	N/A	Contract for Traffic Signal Repair and Service	X
2	1	Hr.	Signal Tech. Labor Rate Per Hour	\$ Reg. <u>117.22</u>  \$ OT. <u>152.38</u>
3	1	Hr.	Apprentice Labor Rate Per Hour	\$ Reg. <u>100.37</u>  \$ OT. <u>130.48</u>
4	1	Hr.	Labor Rate for After-Hour Calls	See Item 2 & 3
5	1	N/A	Show times that constitute after hours	FROM AM/PM <u>5pm</u>  TO AM/PM <u>7am</u>
6	1	Ea.	Material/Parts Pricing: Show mark up costs if any	\$ <u>10%</u>
7	1	N/A	Other Charges _____	\$ _____
8	Attachments Required:		Proof of insurance, Three References	X
9	<b>Comments: Items 2 include labor and bucket truck Item 3 includes labor and arrow board</b>			

BIDDERS NAME: Davis H. Elliot Construction Company, Inc.

**ATTACHMENT B - TERMS AND SIGNATURE SHEET**

In compliance with this invitation for RFP/Bid Number: 25.178 and subject to all conditions thereof, the undersigned offers and agrees to furnish any or all items and/or services upon which prices are quoted, at the price quoted as specified.

My signature certifies that the accompanying bid is not the result of or affected by any act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Federal, State, or City Law. Furthermore, I understand that fraudulent and collusive bidding is a crime under Federal, State, and City Law and can result in fines, prison sentences, and civil damage awards. I hereby certify that I am authorized to sign this bid for the bidder.

If you desire not to bid on this Invitation, forward your acknowledgement of "No Bid". Return of only the "Statement of No Interest Sheet" with authorized signature and indicate the reason for "No Bid". Failure to comply may be cause for removal of your company's name from the bid list for the subject commodity and/or service.

Complete Legal Name of Bidder Davis H. Elliot Construction Company, Inc.

Date: 7/16/2025

Company Name: Davis H. Elliot Construction Company, Inc.

Address: 8837 South Highway 51

Broken Arrow Oklahoma 74014

City

State

Zip Code

Email: thaskins@dhec.com

X *Tyler S. Haskins* Official Title: Sr. Vice President

Please print or type name clearly: Tyler S. Haskins

Telephone: 918-258-4032 Fax Number: \_\_\_\_\_

Federal Tax ID Number: 54-0458233

Subscribed and sworn to before me this 16th day of July 2025

My Commission Expires: 10/31/2026  
Jessica Stuart Notary Public (or Clerk or Judge)



THIS BID IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT

**BIDDERS NAME:** Davis H. Elliot Construction Company, Inc.

**ATTACHMENT C - REFERENCES**

Provide a listing of at least three (3) references, preferably school districts but certainly companies of similar size/volume, for whom you have provided these services within the last three (3) years.

**Customer Name:** PSO

Telephone: 918-638-4462

Contact Name: Sobronia Conley Title: CONTRACT COORDINATION MGR

Address: P.O. BOX 201

Tulsa Oklahoma 74102  
City State Zip Code

Email Address: \_\_\_\_\_

**Customer Name:** CREC

Telephone: 918-285-6452

Contact Name: Shawn Jones Title: Construction Superintendent

Address: 3305 S Boomer Rd, Stillwater

Stillwater Oklahoma 74074  
City State Zip Code

Email Address: \_\_\_\_\_

**Customer Name:** Indian Electric

Telephone: 918-223-1297

Contact Name: Jeremy Turner Title: Operations Superintendent

Address: 2506 US-64, Cleveland, OK 74020

Cleveland Oklahoma 74020  
City State Zip Code

Email Address: \_\_\_\_\_

THIS BID IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT

BIDDERS NAME: Davis H. Elliot Construction Company, Inc.

**ATTACHMENT D - INTEREST AFFIDAVIT**

The following affidavit is to accompany the proposal:

STATE OF: Virginia

COUNTY OF: Botetourt

Tyler S. Haskins

, of lawful age, being first duly sworn, states that s(he) is the agent authorized by the bidder to submit the attached proposal. Affiant further states that no officer or employee of the City of Broken Arrow either directly or indirectly, owns a twenty-five percent (25%) interest in the bidder's business or such a percentage, which constitutes a controlling interest. Affiant furthers states that the following officers and/or employees of the City of Broken Arrow have some direct or indirect interest in the bidder's business:

none

For purposes of this affidavit, a direct or indirect interest is defined to include any relationship existing on the date of this affidavit, or which previously existed within the past year. Such an interest shall also be defined to include any business relationship between or among the proposed parties to the contract project and also to include any business relationship between the officers and directors of the proposed contracting parties of the project.

X *Tyler S. Haskins*

Subscribed and sworn to before me this 16th day of July 2025

My Commission Expires: 10/31/2026  
Jessica Stuart

*Jessica Stuart*  
Notary Public (or Clerk or Judge)



THIS BID IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT

BIDDERS NAME: Davis H. Elliot Construction Company, Inc.

**ATTACHMENT E - PROPOSAL AFFIDAVIT**

The following affidavit is to accompany the proposal:

STATE OF: Virginia

COUNTY OF: Botetourt

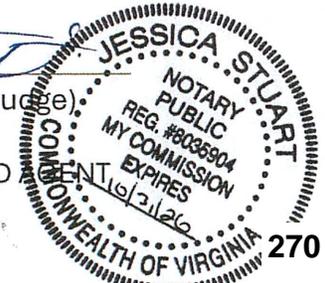
Tyler S. Haskins, of lawful age, being first duly sworn, on oath says:

1. (S)he is the duly authorized agent of Davis H. Elliot Construction Company, Inc., the proposer submitting the competitive offer which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among proposer and between proposer and city officials or employees, as well as facts to pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the offer to which this statement is attached;
2. (S)he is fully aware of the facts and circumstances surrounding the making of the offer to which this statement is attached and has been personally and directly involved in the proceeding leading to the submission of such proposal; and
3. Neither the proposer nor anyone subject to the proposer's direction or control has been a party:
  - a). to any collusion among proposers in restraint of freedom of competition by agreement to submit an offer at a fixed price or to refrain from submitting an offer, b). to any collusion with any city official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of such prospective contract, nor
  - c). in any discussions between proposers and any city official concerning exchange of money or other things of value for special consideration in the letting of a contract.

X 

Subscribed and sworn to before me this 16th day of July 2025

My Commission Expires: 10/31/2026  
Jessica Stuart Notary Public (or Clerk or Judge)



THIS BID IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED

**BIDDERS NAME:** Lighthouse Transportation Group, LLC

**ATTACHMENT A - PRICING SUMMARY**

**RATES AND CHARGES**

Note: Pricing is to remain firm while the contract is in effect

	Qty.	Unit	Description	Unit Price
1	X	N/A	Contract for Traffic Signal Repair and Service	X
2	1	Hr.	Signal Tech. Labor Rate Per Hour	\$ Reg. 125.00 <hr/> \$ OT. 125.00 <hr/>
3	1	Hr.	Apprentice Labor Rate Per Hour	\$ Reg. 125.00 <hr/> \$ OT. 125.00 <hr/>
4	1	Hr.	Labor Rate for After-Hour Calls	See Item 2 & 3
5	1	N/A	Show times that constitute after hours	FROM AM/PM 7:00pm <hr/> TO AM/PM 7:00am <hr/>
6	1	Ea.	Material/Parts Pricing: Show mark up costs if any	\$ 12% _____
7	1	N/A	Other Charges N/A	\$ 0 _____
8	Attachments Required:		Proof of insurance, Three References	X
9	<b>Comments: Items 2 include labor and bucket truck Item 3 includes labor and arrow board</b>			

THIS BID IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT

BIDDERS NAME: Lighthouse Transportation Group, LLC

**ATTACHMENT B - TERMS AND SIGNATURE SHEET**

In compliance with this invitation for RFP/Bid Number: 25.178 and subject to all conditions thereof, the undersigned offers and agrees to furnish any or all items and/or services upon which prices are quoted, at the price quoted as specified.

My signature certifies that the accompanying bid is not the result of or affected by any act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Federal, State, or City Law. Furthermore, I understand that fraudulent and collusive bidding is a crime under Federal, State, and City Law and can result in fines, prison sentences, and civil damage awards. I hereby certify that I am authorized to sign this bid for the bidder.

If you desire not to bid on this Invitation, forward your acknowledgement of "No Bid". Return of only the "Statement of No Interest Sheet" with authorized signature and indicate the reason for "No Bid". Failure to comply may be cause for removal of your company's name from the bid list for the subject commodity and/or service.

Complete Legal Name of Bidder Timothy McGinn

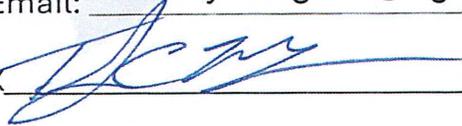
Date: 7/16/2025

Company Name: Lighthouse Transportation Group, LLC

Address: 8009 Cal Dr.

<u>Edmond</u>	<u>Oklahoma</u>	<u>73034</u>
City	State	Zip Code

Email: timothy.mcgin@lighthouseg.org

X  Official Title: Lead Estimator

Please print or type name clearly: Timothy McGinn

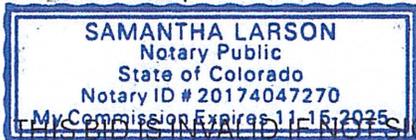
Telephone: 303-390-0210 Fax Number: N/A

Federal Tax ID Number: 88-0943128

Subscribed and sworn to before me this 16<sup>th</sup> day of July 2025

My Commission Expires: 11-15-2025 

Notary Public (or Clerk or Judge)



THIS BID IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT

BIDDERS NAME: Lighthouse Transportation Group, LLC

**ATTACHMENT C - REFERENCES**

Provide a listing of at least three (3) references, preferably school districts but certainly companies of similar size/volume, for whom you have provided these services within the last three (3) years.

**Customer Name:** City of Centennial

Telephone: 303-325-8036

Contact Name: Anna Bunce Title: Traffic Engineer

Address: 13133 E. Arapahoe Rd.

Centennial Colorado 80112  
City State Zip Code

Email Address: abunce@centennialco.gov

**Customer Name:** Colorado Department of Transportation-R4

Telephone: 1-970-350-2368

Contact Name: Rodrick Dudley Title: Project Manager

Address: 10601 West 10th St.

Greeley Colorado 80634  
City State Zip Code

Email Address: rodrick.dudley@state.co.us

**Customer Name:** Meridian Metropolitan District

Telephone: 303-790-0345

Contact Name: Randy Gabriel Title: Project Manager

Address: 12111 Belford Ave,

Englewood Colorado 80112  
City State Zip Code

Email Address: randy.gabriel@sheaproperties.com

BIDDERS NAME: Lighthouse Transportation Group

**ATTACHMENT D - INTEREST AFFIDAVIT**

The following affidavit is to accompany the proposal:

STATE OF: Colorado

COUNTY OF: Adams

**Timothy McGinn**

\_\_\_\_\_, of lawful age, being first duly sworn, states that s(he) is the agent authorized by the bidder to submit the attached proposal. Affiant further states that no officer or employee of the City of Broken Arrow either directly or indirectly, owns a twenty-five percent (25%) interest in the bidder's business or such a percentage, which constitutes a controlling interest. Affiant furthers states that the following officers and/or employees of the City of Broken Arrow have some direct or indirect interest in the bidder's business:

N/A

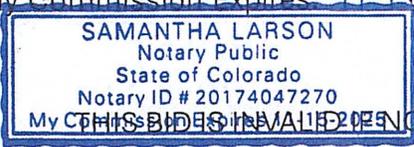
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For purposes of this affidavit, a direct or indirect interest is defined to include any relationship existing on the date of this affidavit, or which previously existed within the past year. Such an interest shall also be defined to include any business relationship between or among the proposed parties to the contract project and also to include any business relationship between the officers and directors of the proposed contracting parties of the project.

X **Timothy McGinn** 

Subscribed and sworn to before me this 16<sup>th</sup> day of July 2025

My Commission Expires: 11-15-2025   
Notary Public (or Clerk or Judge)



THIS BIDS IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT

BIDDERS NAME: Lighthouse Transportation Group, LLC

**ATTACHMENT E - PROPOSAL AFFIDAVIT**

The following affidavit is to accompany the proposal:

STATE OF: Colorado

COUNTY OF: Adams

Timothy McGinn, of lawful age, being first duly sworn, on oath says:

1. (S)he is the duly authorized agent of Lighthouse Transportation Group, LLC, the proposer submitting the competitive offer which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among proposer and between proposer and city officials or employees, as well as facts to pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the offer to which this statement is attached;

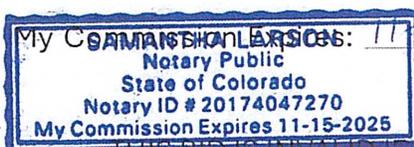
2. (S)he is fully aware of the facts and circumstances surrounding the making of the offer to which this statement is attached and has been personally and directly involved in the proceeding leading to the submission of such proposal; and

3. Neither the proposer nor anyone subject to the proposer's direction or control has been a party:

- a). to any collusion among proposers in restraint of freedom of competition by agreement to submit an offer at a fixed price or to refrain from submitting an offer, b). to any collusion with any city official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of such prospective contract, nor
- c). in any discussions between proposers and any city official concerning exchange of money or other things of value for special consideration in the letting of a contract.

x Timothy McGinn 

Subscribed and sworn to before me this 16<sup>th</sup> day of July 2025



5-2025   
Notary Public (or Clerk or Judge)

THIS BID IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT



# City of Broken Arrow

## Request for Action

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**File #:** 25-1218, **Version:** 1

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**Broken Arrow City Council**  
**Meeting of: 09-02-2025**

**Title:**

Approval of and authorization to award bid 25.179 Trucking Service to Bear Down Logistics Inc as Primary and Perimeter Global Logistics as backup vendor

**Background:**

In an effort to maintain reliable, timely, and cost-effective hauling services, the Streets and Stormwater Department requested solicitation for Trucking Services on an as-needed basis. Purchasing Department issued Bid No. 25.179, which was opened on July 16, 2025, and sent to five qualified vendors. The City of Broken Arrow received two responses.

After reviewing the submissions, it was determined that awarding both vendors would provide the City with greater coverage, flexibility, and service reliability. This approach ensures that hauling needs can be met consistently, even during periods of high demand or scheduling conflicts.

This contract will be available for use by both the Streets and Stormwater Department and the Utilities Department. Funding for this service is available in various Street and Stormwater and Utilities accounts.

**Cost:** Rate as set outlined in the agreement

**Funding Source:** Various Street and Stormwater and Utilities Accounts accounts

**Requested By:** Ryan Baze, Director of Maintenance Services

**Approved By:** City Manager's Office

**Attachments:** 25.179 Signed Bid Tab, Bear Down Logistics Bid Doc's, Perimeter Global Logistics Bid Doc's

**Recommendation:**

Approval of and authorization to award bid 25.179 Trucking Service to Bear Down Logistics Inc as Primary and Perimeter Global Logistics as backup vendor. [Click here to enter text.](#)

RFP 25.179 - Trucking Service	Bidders	
Description: This will be a time and materials agreement based on hourly rates for trucking services. The contractor will provide trucks, equipment, and operators as needed, and will be compensated according to the hourly rates submitted in the bid. All work will be scheduled and coordinated by the City of Broken Arrow, and services will be requested on an as-needed basis. No guarantee is made regarding the quantity or frequency of work under this contract.	Bear Down Logistics Inc. Desmond Clark	Perimeter Global Logistics
Price Summary - Rates and Charges		
End Dump	\$140.00	N/A
Flat Bed Trailer with Walls	\$250.00	\$210.00
Bobtail	\$111.00	\$210.00
Detachable Lowboy Trailer	\$155.00	\$210.00
List Fuel Surcharge Pricing	N/A	Will be based on EIA FSC + 10%
List Other Optional Service Along With Pricing	N/A	N/A
List Any Value-Added Services And/Or Volume Discount Information	N/A	N/A
Comments/Notes:		
		\$210 per hour is based on regular routes/services Emergency services will be billed at \$415 per hour and is subject to fleet availability at time of request.
Notary Public Commission Expires	1/16/2029	5/29/2029
Total	\$656.00	\$630.00

**RFP 25.179 - Trucking Service**

This was advertised on the City Website as well as the Tulsa World.

Bid was sent out to 5 Vendors with 2 Vendors responding.

This bid tabulation is true and accurate to the best of my knowledge.

X Ryan Baze

Date: 8/5/2025

Ryan Baze, General Services Director



BIDDERS NAME: Bear Down Logistics Inc/Desmond Clark

**ATTACHMENT B - TERMS AND SIGNATURE SHEET**

In compliance with this invitation for RFP Number: 25.179 and subject to all conditions thereof, the undersigned offers and agrees to furnish any or all items and/or services upon which prices are quoted, at the price quoted as specified.

My signature certifies that the accompanying bid is not the result of or affected by any act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Federal, State, or City Law. Furthermore, I understand that fraudulent and collusive bidding is a crime under Federal, State, and City Law and can result in fines, prison sentences, and civil damage awards. I hereby certify that I am authorized to sign this bid for the bidder.

If you desire not to bid on this Invitation, forward your acknowledgement of "No Bid". Return of only the "Statement of No Interest Sheet" with authorized signature and indicate the reason for "No Bid". Failure to comply may be cause for removal of your company's name from the bid list for the subject commodity and/or service.

Complete Legal Name of Bidder Desmond Clark

Date: 7/21/25

Company Name: Bear Down Logistics Inc

Address: 8927 Fountain Palm Alley

Winter Garden FL 34787  
City State Zip Code

Email: inf@beardown-logistics.com

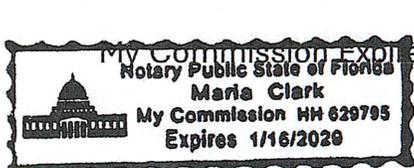
X [Signature] Official Title: President/CEO

Please print or type name clearly: Desmond Clark

Telephone: 4074943954 Fax Number: \_\_\_\_\_

Federal Tax ID Number: 87-3340138

Subscribed and sworn to before me this 21 day of July 2025



My Commission Expires: 1/16/29 [Signature]  
Notary Public (or Clerk or Judge)

THIS BID IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT

BIDDERS NAME: Bear Down Logistics Inc. / Desmond Clark

**ATTACHMENT C - REFERENCES**

Provide a listing of at least three (3) references, preferably school districts but certainly companies of similar size/volume, for whom you have provided these services within the last three (3) years.

**Customer Name:** USDA Lamesa

Telephone: 806-872-8870

Contact Name: Ralph Cummings Title: Director

Address: 906 N Elgin Ave

Lamesa TX 79331  
City State Zip Code

Email Address: Ralph.Cummings@usda.gov

**Customer Name:** Brevard County Public Works

Telephone: (321) 863-3515

Contact Name: Willie Norman Title: Director

Address: 2725 Judge Fran Jamieson Way

Melbourne FL 32940  
City State Zip Code

Email Address: Willie.Norman@brevardfl.gov

**Customer Name:** Wisconsin Department of Corrections

Telephone: (920) 324-6880

Contact Name: Rich Corning Title: Director

Address: 3099 E Washington Ave

Madison WI 53707  
City State Zip Code

Email Address: richard.Corning@wisconsin.gov

THIS BID IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT

BIDDERS NAME: Bear Down Logistics.com

**ATTACHMENT D - INTEREST AFFIDAVIT**

The following affidavit is to accompany the proposal:

STATE OF: Florida

COUNTY OF: Orange

**Desmond Clark**

\_\_\_\_\_, of lawful age, being first duly sworn, states that s(he) is the agent authorized by the bidder to submit the attached proposal. Affiant further states that no officer or employee of the City of Broken Arrow either directly or indirectly, owns a twenty-five percent (25%) interest in the bidder's business or such a percentage, which constitutes a controlling interest. Affiant further states that the following officers and/or employees of the City of Broken Arrow have some direct or indirect interest in the bidder's business:

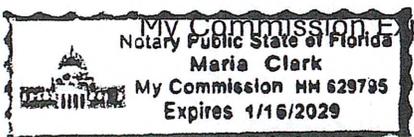
**N/A**

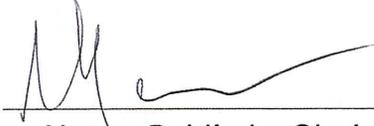
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For purposes of this affidavit, a direct or indirect interest is defined to include any relationship existing on the date of this affidavit, or which previously existed within the past year. Such an interest shall also be defined to include any business relationship between or among the proposed parties to the contract project and also to include any business relationship between the officers and directors of the proposed contracting parties of the project.

X 

Subscribed and sworn to before me this 21 day of July 2025



Expires: 1/16/29   
Notary Public (or Clerk or Judge)

THIS BID IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT

BIDDERS NAME: Bear Down Logistics Inc / Desmond Clark

**ATTACHMENT E - PROPOSAL AFFIDAVIT**

The following affidavit is to accompany the proposal:

STATE OF: Florida

COUNTY OF: Orange

Desmond Clark, of lawful age, being first duly sworn, on oath says:

1. (S)he is the duly authorized agent of Bear Down Logistics Inc, the proposer submitting the competitive offer which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among proposer and between proposer and city officials or employees, as well as facts to pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the offer to which this statement is attached;
2. (S)he is fully aware of the facts and circumstances surrounding the making of the offer to which this statement is attached and has been personally and directly involved in the proceeding leading to the submission of such proposal; and
3. Neither the proposer nor anyone subject to the proposer's direction or control has been a party:
  - a). to any collusion among proposers in restraint of freedom of competition by agreement to submit an offer at a fixed price or to refrain from submitting an offer, b). to any collusion with any city official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of such prospective contract, nor
  - c). in any discussions between proposers and any city official concerning exchange of money or other things of value for special consideration in the letting of a contract.

X [Signature]

Subscribed and sworn to before me this 21 day of July 2025



Witnesses: 1/16/29 [Signature]  
Notary Public (or Clerk or Judge)

THIS BID IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT

BIDDERS NAME: Bear Down Logistics Inc / Desmond Clark

**ATTACHMENT E - PROPOSAL AFFIDAVIT**

The following affidavit is to accompany the proposal:

STATE OF: Florida

COUNTY OF: Orange

Desmond Clark, of lawful age, being first duly sworn, on oath says:

1. (S)he is the duly authorized agent of Bear Down Logistics Inc, the proposer submitting the competitive offer which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among proposer and between proposer and city officials or employees, as well as facts to pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the offer to which this statement is attached;

2. (S)he is fully aware of the facts and circumstances surrounding the making of the offer to which this statement is attached and has been personally and directly involved in the proceeding leading to the submission of such proposal; and

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- a). to any collusion among proposers in restraint of freedom of competition by agreement to submit an offer at a fixed price or to refrain from submitting an offer, b). to any collusion with any city official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of such prospective contract, nor
- c). in any discussions between proposers and any city official concerning exchange of money or other things of value for special consideration in the letting of a contract.

X [Handwritten Signature]

Subscribed and sworn to before me this 21 day of July 2025



Witness: 1/16/29 [Handwritten Signature]  
Notary Public (or Clerk or Judge)

THIS BID IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT

BIDDERS NAME: Perimeter Global Logistics

**ATTACHMENT A - PRICING SUMMARY**

**RATES AND CHARGES**

Note: Pricing is to remain firm while contract is in effect

Trucking Service Delivery                      Rate per hour \$

End Dump	\$ N/A
Flat Bed Trailer with Walls	\$ 210
Bobtail	\$ 210
Detachable Lowboy Trailer	\$ 210

1. List fuel surcharge pricing.

Will be based on EIA FSC + 10%                      \$ +10%

2. List other optional services along with pricing.

N/A                      \$ \_\_\_\_\_

3. List any value-added services and / or volume discount information.

N/A

Comments/Notes: \$210 per hour is based on regular routes/services  
Emergency services will be billed at \$415 per hour and is subject to  
fleet availability at time of request

Email Address: taylor.soster@shippgl.com

Telephone Number: 945-290-2302                      Ext. \_\_\_\_\_

BIDDERS NAME: Perimeter Global Logistics

**ATTACHMENT B - TERMS AND SIGNATURE SHEET**

In compliance with this invitation for RFP Number: 25.179 and subject to all conditions thereof, the undersigned offers and agrees to furnish any or all items and/or services upon which prices are quoted, at the price quoted as specified.

My signature certifies that the accompanying bid is not the result of or affected by any act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Federal, State, or City Law. Furthermore, I understand that fraudulent and collusive bidding is a crime under Federal, State, and City Law and can result in fines, prison sentences, and civil damage awards. I hereby certify that I am authorized to sign this bid for the bidder.

If you desire not to bid on this Invitation, forward your acknowledgement of "No Bid". Return of only the "Statement of No Interest Sheet" with authorized signature and indicate the reason for "No Bid". Failure to comply may be cause for removal of your company's name from the bid list for the subject commodity and/or service.

Complete Legal Name of Bidder Perimeter International

Date: 7/17/2025

Company Name: Perimeter Global Logistics

Address: 2800 Story Road West

Irving                      Texas                      75038  
City                                      State                                      Zip Code

Email: dustin.eash@shippgl.com

X [Signature] Official Title: CFO

Please print or type name clearly: Dustin Eash

Telephone: 972-893-8051 Fax Number: \_\_\_\_\_

Federal Tax ID Number: 20-5207479

Subscribed and sworn to before me this 21 day of July 2025

My Commission Expires: 5-29-25



THIS BID IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT

BIDDERS NAME: \_\_\_\_\_

**ATTACHMENT C - REFERENCES**

Provide a listing of at least three (3) references, preferably school districts but certainly companies of similar size/volume, for whom you have provided these services within the last three (3) years.

**Customer Name:** Grainger

Telephone: 224-257-1032

Contact Name: Mike Bullock Title: Senior Manager, Strategic Initiatives

Address: 100 Grainger Parkway

Lake Forest IL 60045  
City State Zip Code

Email Address: mike.bullock@grainger.com

**Customer Name:** L3 Harris

Telephone: 1 469 698 8947

Contact Name: Lionel Carrion Title: Global Supply Chain Manager, Project Management

Address: 7500 Maehr, Waco

Waco Texas 76705  
City State Zip Code

Email Address: lionel.carrion@l3harris.com

**Customer Name:** Orlando Utility Commission

Telephone: 407-434-2701

Contact Name: Maria Cabreja Title: Supply Chain & Logistics Supervisor

Address: 5971 Pershing Ave

Oralndo FL 32822  
City State Zip Code

Email Address: mcabreja@ouc.com

THIS BID IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT

BIDDERS NAME: Perimeter Global Logistics

**ATTACHMENT D - INTEREST AFFIDAVIT**

The following affidavit is to accompany the proposal:

STATE OF: Texas

COUNTY OF: Dallas

**Dustin Eash**

\_\_\_\_\_, of lawful age, being first duly sworn, states that s(he) is the agent authorized by the bidder to submit the attached proposal. Affiant further states that no officer or employee of the City of Broken Arrow either directly or indirectly, owns a twenty-five percent (25%) interest in the bidder's business or such a percentage, which constitutes a controlling interest. Affiant furthers states that the following officers and/or employees of the City of Broken Arrow have some direct or indirect interest in the bidder's business:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For purposes of this affidavit, a direct or indirect interest is defined to include any relationship existing on the date of this affidavit, or which previously existed within the past year. Such an interest shall also be defined to include any business relationship between or among the proposed parties to the contract project and also to include any business relationship between the officers and directors of the proposed contracting parties of the project.

  
\_\_\_\_\_

Subscribed and sworn to before me this 21<sup>st</sup> day of July 2025

My Commission Expires: 5-29-29



THIS BID IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT

BIDDERS NAME: Perimeter Global Logistics

**ATTACHMENT E - PROPOSAL AFFIDAVIT**

The following affidavit is to accompany the proposal:

STATE OF: Texas

COUNTY OF: Dallas

Dustin Eash, of lawful age, being first duly sworn, on oath says:

1. (S)he is the duly authorized agent of Perimeter Global Logistics, the proposer submitting the competitive offer which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among proposer and between proposer and city officials or employees, as well as facts to pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the offer to which this statement is attached;

2. (S)he is fully aware of the facts and circumstances surrounding the making of the offer to which this statement is attached and has been personally and directly involved in the proceeding leading to the submission of such proposal; and

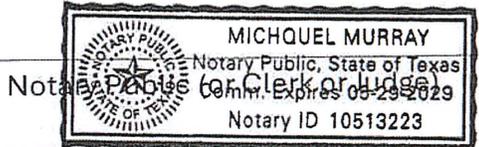
3. Neither the proposer nor anyone subject to the proposer's direction or control has been a party:

- a). to any collusion among proposers in restraint of freedom of competition by agreement to submit an offer at a fixed price or to refrain from submitting an offer, b). to any collusion with any city official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of such prospective contract, nor
- c). in any discussions between proposers and any city official concerning exchange of money or other things of value for special consideration in the letting of a contract.

X [Signature]

Subscribed and sworn to before me this 21 day of July 20 25

My Commission Expires: 5-29-29



THIS BID IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT



# City of Broken Arrow

## Request for Action

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**File #:** 25-1268, **Version:** 1

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**Broken Arrow City Council**  
**Meeting of: 09-02-2025**

**Title:**

Approval of PR-000671-2024 | PT-002022-2025, Conditional Final Plat, Arrow Forge Innovation District, approximately 92.20 acres, 4 proposed lots, A-1 (Agricultural), located approximately one-eighth mile east of Olive Avenue (129th East Avenue), south of Florence Street (111th Street)

**Background:**

PR-000671-2024 | PT-002022-2025 is the conditional final plat for Arrow Forge Innovation District, proposes to have 4 lots on 92.20 acres and is located approximately one-eighth mile east of Olive Avenue (129th East Avenue), south of Florence Street (111th Street). The property is currently zoned A-1 and is unplatted and undeveloped. Each proposed lot meets the frontage and size requirement of the A-1 zoning district.

Access will be provided by two access points from the Florence Street. The main spine road is to act as a future frontage road connecting to Norfolk Drive to the east. This plat includes a roundabout for the intersection of Gulfport St and Joshua Ave.

According to FEMA maps, the western portion of the property is in a 100-year floodplain area. Areas designated as floodplain will be placed in a Reserve Area. Water and sanitary sewer service are available from the City of Broken Arrow. This item was reviewed by the Technical Advisory Committee on March 4, 2025 and recommended for approval. Planning Commission recommended this plat for approval (4-0 vote) on March 18, 2025.

Due to a right-of-way adjustment to incorporate a roundabout, this conditional final plat was reviewed and recommended for approval by the Planning Commission (4-0 vote) on August 28, 2025.

**Cost:** \$0

**Funding Source:** None

**Requested By:** Rocky Henkel, Community Development Director

**Approved By:** City Manager Office

**Attachments:** Conditional Final Plat & Covenants  
Staff Report

Roundabout Design

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**File #: 25-1268, Version: 1**

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**Recommendation:**

Approve PT-002022-2025, conditional final plat for Arrow Forge Innovation District as recommended by Planning Commission and Staff.

NOTES:

Stormwater detention accommodations for this site are provided by Fee-in-Lieu of Detention Determination #DD-043024-23, 4/30/2024, onsite required.

Addresses shown on this plat were accurate at the time this plat was filed. Addresses are subject to change and should never be relied on in place of legal descriptions.

Monuments Found as shown or set with 3/8" or 1/2" rebar and cap stamped "CA5524"

Horizontal Datum & Bearings and distance based on the Oklahoma State Plane, Zone North NAD83 grid combined scale factor 1.0000769693022900 Grid to Ground

Vertical Datum NAVD 1988

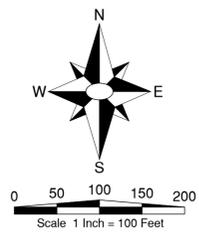
Benchmark #1  
1" Rebar at North Quarter Corner (N/4c) of Section 33 North 372276.034, East 2612025.688, Elevation 692.51  
Benchmark #2  
Brass Cap at Northwest Corner (NWc) of Section 33 North 372210.508, East 2609385.401, Elevation 675.21

FEMA Special Flood Hazard Areas per FIRM Panel #40143C0452L 10/16/2012 FIRM Panel #40143C0389L 10/16/2012

OWNER:  
Broken Arrow Economic Development Authority  
220 S. First Street  
Broken Arrow, Oklahoma 74012  
918.259.2400

ENGINEER:  
BKL, Inc.  
Ryan Mahaffey, PE  
1923 E. 8th Street  
Tulsa, Oklahoma 74120  
918.835.9588  
mahaffey@bklinc.com  
CA #262 exp 6/30/2026

SURVEYOR:  
GEODECA, LLC  
Russell Muzika, PLS  
P.O. Box 33012  
Tulsa, Oklahoma 74153  
918.949.4064  
rmuzika@geodeca.com  
CA #5524 exp 6/30/2026



FINAL PLAT

ARROW FORGE

PART OF THE NORTHWEST QUARTER (NW/4) OF SECTION THIRTY-THREE (33)  
TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST  
CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

SUBDIVISION STATISTICS

4 BLOCKS, 4 LOTS, 5 RESERVES

SUBDIVISION AREA GROSS:  
4,335,143 Square Feet or 99.5212 Acres

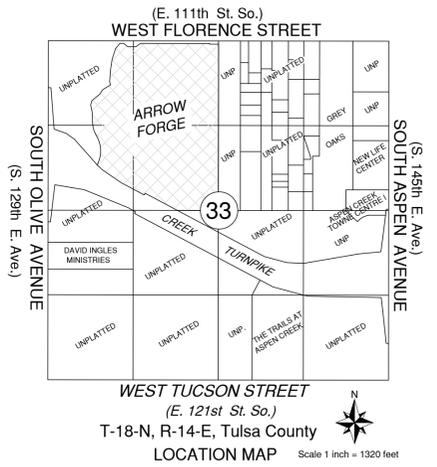
SUBDIVISION AREA NET (less right of way):  
4,010,626 Square Feet or 92.0713 acres

BLOCK 1, LOT 1: 231,566 Square Feet or 5.3160 Acres  
BLOCK 2, LOT 1: 217,837 Square Feet or 5.0008 Acres  
BLOCK 3, LOT 1: 1,033,128 Square Feet or 23.7174 Acres  
BLOCK 4, LOT 1: 1,305,764 Square Feet or 29.9762 Acres  
RESERVE A: 154,565 Square Feet or 3.5483 Acres  
RESERVE B: 144,792 Square Feet or 3.2640 Acres  
RESERVE C: 33,302 Square Feet or 0.7645 Acres  
RESERVE D: 808,396 Square Feet or 18.5582 Acres  
RESERVE E: 81,276 Square Feet or 1.8658 Acres

ADDRESS: 4800

Block	Lot	Address
1	1	4800 S. Joshua Ave. (or) 3201 W. Gulfport St.
2	1	4803 S. Joshua Ave. (or) 3206 W. Gulfport St. (or) 4800 S. Indianwood Ave.
3	1	5155 S. Indianwood Ave.
4	1	3205 W. Gulfport St. (or) 5156 S. Indianwood Ave.

FINISH FLOORS to be in compliance with current City of Broken Arrow Subdivision Regulations.



APPROVED \_\_\_\_\_ by the City Council of the City of Broken Arrow, Oklahoma.  
Mayor \_\_\_\_\_  
Attest: City Clerk \_\_\_\_\_

FINAL PLAT

ARROW FORGE

PART OF THE NORTHWEST QUARTER (NW/4) OF SECTION THIRTY-THREE (33) TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

DEED OF DEDICATION AND RESTRICTIVE COVENANTS ARROW FORGE

KNOW ALL MEN BY THESE PRESENTS: WHEREAS, Broken Arrow Development Authority, is the sole owner in fee simple, hereinafter referred to as the "Developer" of the following described real property in Tulsa County, State of Oklahoma, (the "Property") to-wit;

A tract of land that is a part of the Northwest Quarter (NW/4) of Section Thirty-three (33), Township Eighteen (18) North, Range Fourteen (14) East of the Indian Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof, said tract being more particularly described as follows: Commencing at the Northeast Corner of said NW/4; Thence South 1'14'45" East and along the East line of the NW/4, for a distance of 50.00 feet to a point on the present South right-of-way line of West Florence street, said point being the Point of Beginning; Thence continuing South 1'14'45" East and along said East line, for a distance of 2597.02 feet to the Southeast Corner thereof; Thence South 88'36'01" West and along the South line of the NW/4, for a distance of 616.52 feet to a point on the present Northerly right-of-way line of the Creek Turnpike; Thence along said Northerly right-of-way line for the following Five (5) courses: North 63'26'36" West for a distance of 579.83 feet; Thence South 26'33'23" West for a distance of 30.00 feet; Thence North 63'26'36" West for a distance of 400.58 feet; Thence North 56'54'49" West for a distance of 351.70 feet; Thence North 49'03'43" West for a distance of 118.08 feet; Thence Northerly along a 460.00 foot radius non-tangent curve to the left, having an initial tangent bearing of North 26'41'34" East, a central angle of 58'03'11", with a chord bearing and distance of North 2'20'01" West for 446.40 feet, for an arc distance of 466.08 feet to a point of tangency; Thence North 31'21'37" West for a distance of 12.00 feet to a point of curvature; Thence along a 450.00 foot radius curve to the right, having a central angle of 28'24'11", with a chord bearing and distance of North 17'09'31" West for 220.80 feet, for an arc distance of 223.08 feet to a point of tangency; Thence North 2'57'25" West for a distance of 148.00 feet; Thence North 13'27'36" West for a distance of 118.00 feet; Thence North 13'26'14" East for a distance of 70.00 feet; Thence North 48'52'56" East for a distance of 165.00 feet; Thence North 29'45'30" East for a distance of 76.00 feet; Thence North 56'50'08" East for a distance of 145.00 feet; Thence North 15'33'10" West for a distance of 56.00 feet; Thence North 3'18'42" East for a distance of 200.00 feet; Thence North 7'04'09" East for a distance of 150.00 feet; Thence North 16'26'17" East for a distance of 172.00 feet; Thence North 37'45'14" East for a distance of 105.60 feet to point on said South right-of-way line of West Florence street; Thence along the South right-of-way line for the following Seven (7) courses: North 88'34'42" East and parallel with the North line of the NW/4, for a distance of 60.35 feet; Thence South 51'36'57" East for a distance of 78.10 feet; Thence North 88'34'42" East and parallel with said North line, for a distance of 130.00 feet; Thence North 53'02'27" East for a distance of 86.02 feet; Thence North 88'34'42" East and parallel with the North line, for a distance of 1069.71 feet; Thence South 1'25'18" East and perpendicular to the North line, for a distance of 10.00 feet; Thence North 88'34'42" East and parallel with the North line, for a distance of 140.95 feet to the Point of Beginning.

and hereby certify that they have caused to be surveyed, staked and platted in conformity to the attached plat, which is hereby adopted as the plat of the above land, under the name of "ARROW FORGE", an addition to the City of Broken Arrow, Tulsa County, State of Oklahoma.

SECTION I. STREETS, EASEMENTS, AND UTILITIES.

1. The Owner does hereby dedicate to the public the street rights-of-way as depicted on the accompanying plat. Additionally, the Owner does hereby dedicate to the public the utility easements designated as "U.E." or "Utility Easement" for the several purposes of constructing, maintaining, operating, repairing, replacing, and/or removing any and all public utilities, including storm sewers, sanitary sewers, telephone and communication lines, electric power lines and transformers, gas lines, water lines and cable television lines, together with all fittings, including the poles, wires, conduits, pipes, valves, meters, and equipment for each of such facilities and any other appurtenances thereto, with the rights of ingress and egress to and upon the utility easements for the uses and purposes aforesaid, provided however, the Owner hereby reserves the right to construct, maintain, operate, lay and re-lay water lines and sewer lines, together with the right of ingress and egress for such construction, maintenance, operation, laying and relaying over, across and along all of the utility easements depicted on the plat, for the purpose of furnishing water and/or sewer services to the area included in the plat. The Owner herein imposes a restrictive covenant, which covenant shall be binding on each lot owner and shall be enforceable by the City of Broken Arrow, Oklahoma, and by the supplier of any affected utility service, that is within the utility easements depicted on the accompanying plat. No building, structure or other above or below ground obstruction that interferes with the above set forth uses and purposes of an easement shall be placed, erected, installed or maintained, provided however, nothing herein shall be deemed to prohibit drives, parking areas, curbing, landscaping and customary screening fences that do not constitute an obstruction. Private service lines and private storm sewer lines may cross the public utility easements but not be located in the easement and run parallel inside the easement. Franchise utilities defined in section 1.2 may be located in the public utility easements.

2. ELECTRIC, TELEPHONE, CABLE TELEVISION AND NATURAL GAS SERVICE.

In connection with the installation of underground electric, telephone, cable television and natural gas service, the lot is subject to the following:

a. Overhead pole lines for the supply of electric, telephone and cable television service may be located within the perimeter easements of the subdivision. Street light poles or standards may be served by overhead line or underground cable and elsewhere throughout the Subdivision. All supply lines including electric, telephone, cable television and gas lines shall be located underground in the easement ways dedicated for the general utility services and in the rights-of-ways of the public streets, as depicted on the attached plat. Service pedestals and transformers, as sources of supply of secondary voltages, may also be located in said easement-ways.

b. Underground service cables and gas service lines to all buildings which may be located in the Subdivision may be run from the nearest gas main, service pedestal or transformer to the point of usage determined by the location and construction of such building as may be located upon said lot; provided that upon the installation of such a service cable or a gas service line to a particular building, the supplier of service shall thereafter be deemed to have a definitive, permanent, and effective right-of-way easement on said lot, covering a five-foot strip extending 2.5 feet on each side of such service cable or gas line, extending from the service pedestal transformer or gas main to the service entrance on the building.
• The supplier of gas service through its agents and employees shall at all times have the right of access to all Utility Easements shown on the plat or as otherwise provided for in this Deed of Dedication for the purpose of installing, removing, repairing, or replacing any portion of the facilities installed by the supplier of gas service.
• The owner of any lot shall be responsible for the protection of the underground gas facilities located within the lot and shall prevent the alteration of grade or any other construction activity which would interfere with gas service. The supplier of gas service shall be responsible for the ordinary maintenance of its facilities, but the lot owner shall pay for damage or relocation of facilities caused or necessitated by acts of the lot owner, or the lot owner's agents or contractors.
• The covenants set forth in this subsection shall be enforceable by the supplier of the gas service and the owner of the lot agrees to be bound by these covenants.

c. The supplier of electric, telephone, cable television and gas services, through its authorized agents and employees, shall at all times have right of access to all such easements shown on the plat to the Subdivision or provided for in this deed of dedication for the purpose of installing, maintaining, removing or replacing any portion of the underground electric, telephone, cable television or gas service facilities so installed by it.

d. The owner of ARROW FORGE shall be responsible for the protection of the underground electric, telephone, cable television or gas service lines located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric, telephone, cable television or gas service line facilities. The supplier of service will be responsible for the ordinary maintenance of underground facilities, but the owner of ARROW FORGE will pay for damage or relocation so such facilities caused or necessitated by acts of such owner of his agents or contractors.

e. The foregoing covenants set forth in this paragraph "2" shall be enforceable by each supplier of the electric, telephone, cable television or gas service and the owner of the lot agrees to be bound hereby.

3. WATER, SANITARY SEWER, AND STORM SEWER SERVICE

a. Owner of the each Lot shall be responsible for the protection of the public water mains, sanitary sewer mains, and storm sewers located on their lot.

b. Within the utility easements areas depicted on the accompanying plat, the alteration of grade from the contours existing upon the completion of the installation of a public water main, sanitary sewer main, or storm sewer or any construction activity which would interfere with public water mains, sanitary sewer mains, and storm sewers shall be prohibited.

c. The City of Broken Arrow, Oklahoma, or its successors, shall be responsible for ordinary maintenance of public water mains, sanitary sewer mains, and storm sewers, but the Owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the Owner his agents or contractors.

d. The City of Broken Arrow, Oklahoma, or its successors, shall at all times have right of access to all easements depicted on the accompanying plat, or otherwise provided for in this Deed of Dedication, for the purpose of installing, maintaining, removing or replacing any portion of underground water, sanitary sewer or storm sewer facilities.

e. All private storm sewer is the responsibility of the lot owner.

f. The foregoing covenants set forth in the above paragraphs shall be enforceable by the City of Broken Arrow, Oklahoma, or its successors, and the Owners of the Lots agrees to be bound.

4. OWNER RESPONSIBILITY WITHIN EASEMENTS

The owner of the ARROW FORGE shall be responsible for the repair and replacement of any landscaping and paving within the utility easements on the plat in the event it is necessary to install, maintain, replace or remove any underground water or sewer mains, electric, gas service lines, cable television, telephone service.

5. LAND USE

All construction is to be strictly according to the City of Broken Arrow, Oklahoma, zoning codes.

6. SIDEWALKS

Sidewalks are required along streets designated by and in accordance with subdivision regulations. Required sidewalks shall be constructed in conformance with City of Broken Arrow Engineering design standards, by the Owner/Developer. Sidewalks will be constructed at the time a building permit is issued on a lot. Sidewalks along street frontages in reserve areas need to be constructed with the streets.

7. LOT SURFACE DRAINAGE

Each lot shall receive and drain, in an unobstructed manner, the storm and surface waters from lots and drainage areas of higher elevation and from public streets and easements. No lot owner shall construct or permit to be constructed any fencing or other obstructions which would impair the drainage of storm and surface waters over and across his lot.

8. BUILDING MATERIALS

Building designs, facades and materials shall comply with the minimum standards set forth in all applicable City of Broken Arrow ordinances and regulations.

9. LANDSCAPED AREA AND SCREENING

All landscaping and screening shall meet or exceed the requirements and ordinances of the City of Broken Arrow.

10. MUTUAL ACCESS EASEMENTS

Mutual access easements are required to be provided by all platted lots and lots created by future lot splits or re-plat for the purposes of permitting vehicular and pedestrian access to and from the streets and areas adjacent to and within the "Property". Such easement(s) shall be for the mutual use and benefit of owners of lots within the "Property", their respective guests, invitees, successors and assigns, and shall be appurtenant to each affected lot owner, provided governmental agencies and the suppliers of utility services shall have the reasonable use of such easements incidental to the provision of services to the lots within the "Property".

11. LIMITS OF NO ACCESS

The owner hereby relinquishes rights of vehicular ingress or egress from any portion of the property adjacent to the streets as depicted on this plat as "Limits of No Access" (LNA). Limits of access and no access may be amended or released by the Broken Arrow Planning Commission, or its successor and with the approval of the City of Broken Arrow.

SECTION II. RESERVE AREA DRAINAGE AND DETENTION EASEMENT

The owner does dedicate Reserve Areas, Overland Drainage and Detention Easement as designated on this plat for the purposes of permitting the flow conveyance, detention, discharge and perpetual drainage of stormwater runoff over and across property as designated on this Plat as approved by the city of Broken Arrow. Detention and other drainage facilities constructed within said reserve, drainage and detention easement area shall be in accordance with standards and specifications approved by the city of Broken Arrow. No fence, wall, building or other obstruction may be placed or maintained in the detention easement area nor shall there be any alteration of the grades or contours in such easement area unless approved by engineering and construction department of the city of Broken Arrow. The Owner/Developer of ARROW FORGE is permitted to install landscaping, lighting, signage, and irrigation systems in Reserve. It is also expressly understood that the maintenance of Reserve, is the responsibility of the Owner/Developer of ARROW FORGE. The City of Broken Arrow shall have no liability for any damage to, including but, not limited to signage, lighting, landscaping, or irrigation systems within Reserve. The foregoing covenants set forth in this paragraph shall be enforceable by any affected lot owner and by the Broken Arrow Development Authority. Reserve C is a Restricted Sanitary Sewer Easement Area and Lift Station Area not to be used for Detention.

SECTION III. TERM, AMENDMENT, AND ENFORCEMENT

1. The covenants and restrictions set forth herein shall be covenants which shall run with the land and which shall be binding upon and enforceable by the owner, its successors, grantees and assigns, by the beneficiaries of the covenants set forth with respect to such covenants only, for a period of twenty (20) years, at which time such covenants and restrictions shall be extended for successive periods of ten (10) years. The covenants and restrictions may be amended or modified at any time by the Broken Arrow Development Authority.

2. Broken Arrow Development Authority, reserves the right in its sole discretion and without joinder of any party to amend, revise or abolish any one or more of the above covenants and restrictions by instrument duly executed and acknowledged by Broken Arrow Development Authority and filed in the office of the Tulsa County Clerk.

3. Invalidation of any restriction set forth herein, or any part thereof, by any order, judgment, or decree of any court or otherwise shall not invalidate or affect any of the other restrictions or any part thereof that's set forth herein which shall remain in full force and effect.

In witness whereof \_\_\_\_\_ has executed this instrument on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Broken Arrow Development Authority

By: \_\_\_\_\_ Manager

STATE OF OKLAHOMA } COUNTY OF TULSA }SS

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_ 2025, by \_\_\_\_\_ for Broken Arrow Development Authority

Notary Public

My Commission expires:

CERTIFICATE OF SURVEY

I, Russell M. Muzika, of GEODECA LLC, A Licensed Professional Land Surveyor in the State of Oklahoma do hereby certify that I have carefully and accurately surveyed, subdivision, and platted the tract of land described above and that the accompanying plat designated herein as "ARROW FORGE an Addition to the City of Broken Arrow, Tulsa County, State of Oklahoma" is a true representation of the survey made on the ground using generally accepted practices and meets or exceeds the Oklahoma Minimum Standards for the practice of land surveying.

Executed this \_\_\_\_\_ Day of \_\_\_\_\_, 2025

\_\_\_\_\_  
Russell M. Muzika, Professional Land Surveyor Okla. #1603  
GEODECA LLC CA #5524, Renewal June 30, 2026

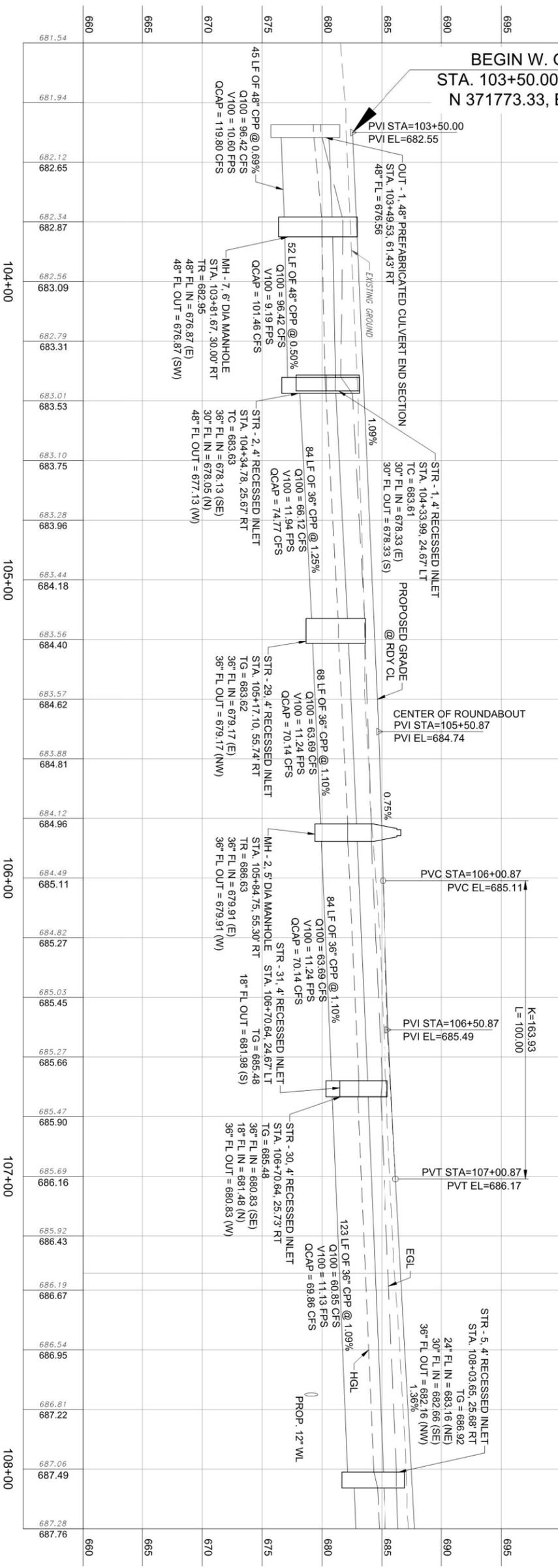
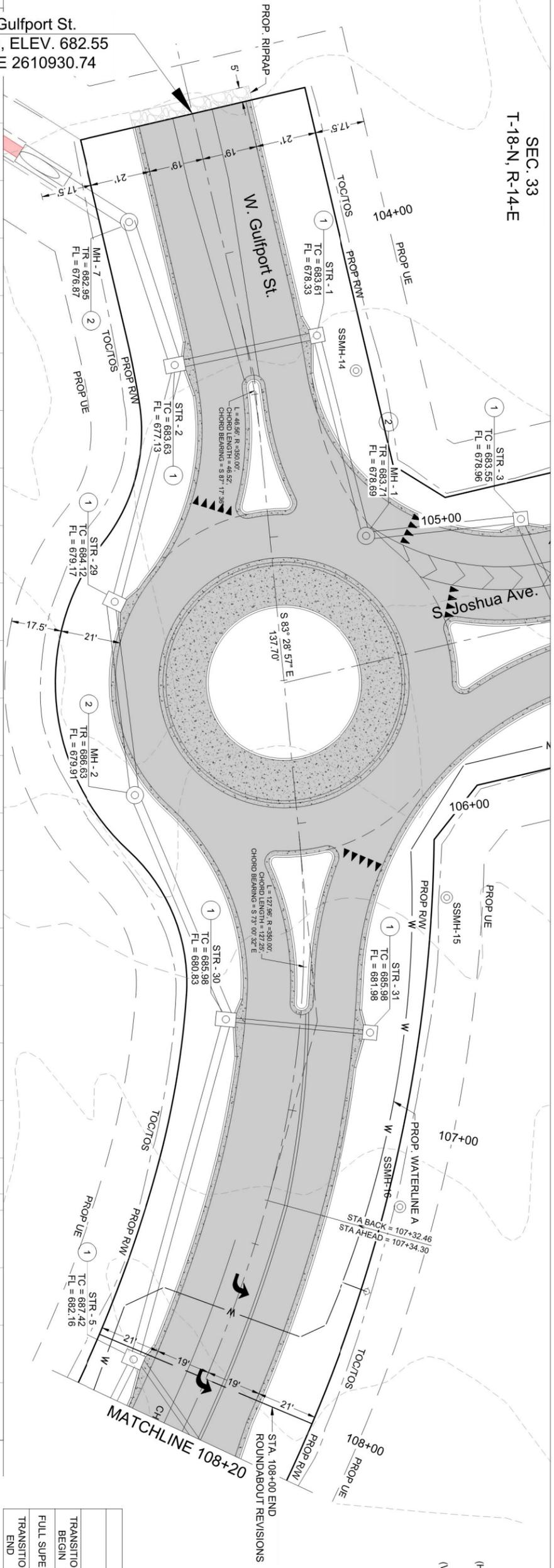
STATE OF OKLAHOMA } COUNTY OF TULSA }SS

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_ 2025, by \_\_\_\_\_ for Russell M. Muzika

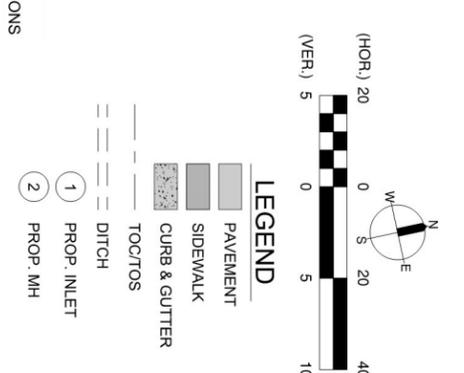
Notary Public

My Commission expires:

SEC. 33  
T-18-N, R-14-E



SUPERELEVATION TABLE			
STA. TO STA.	CROSS SLOPE RT	CROSS SLOPE LT	
107+00 TO 108+00	-1.5% TO -3.1%	-1.5% TO 1.0%	
108+00 TO 109+50	-3.1%	1.0%	
109+50 TO 111+00	-3.1%	1.0% to -3.1%	



ARROW FORGE

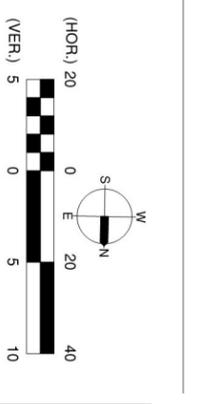
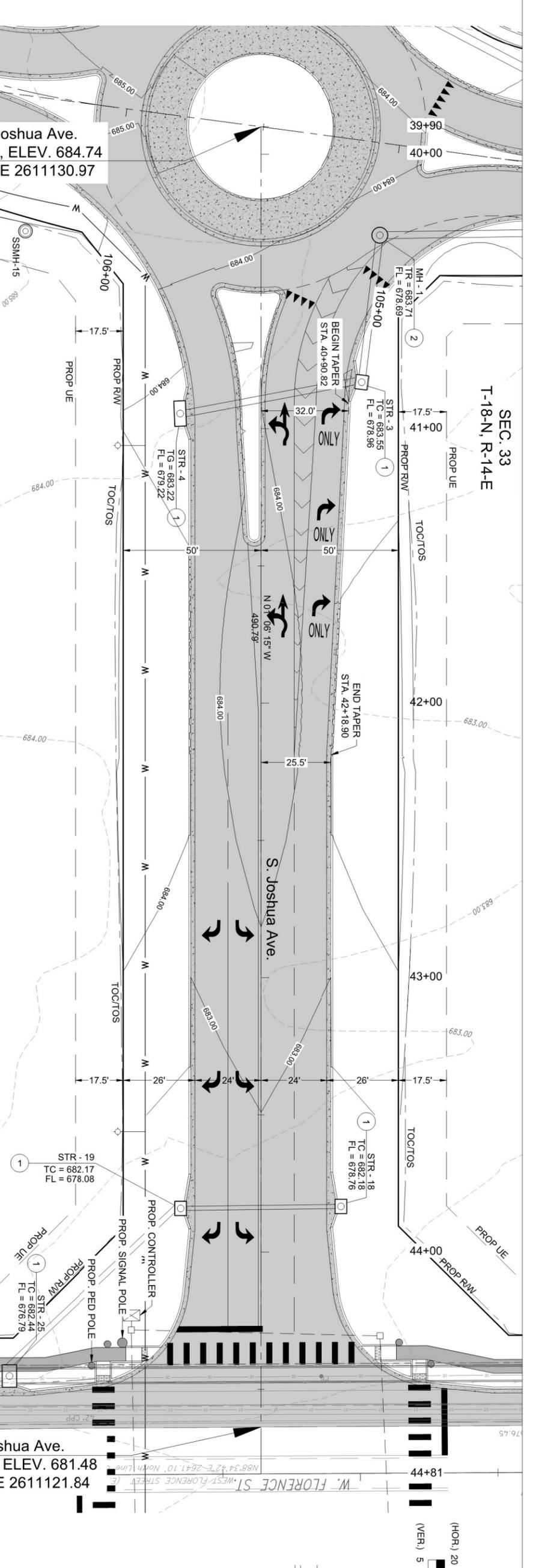
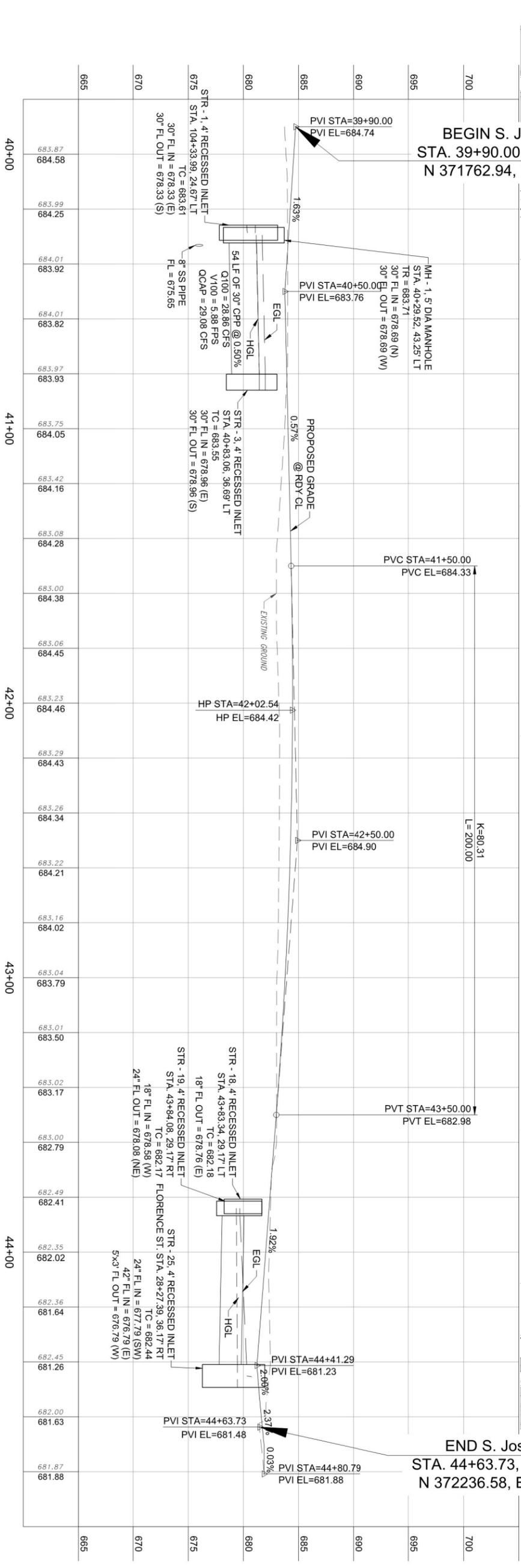
ROADWAY PLAN AND  
PROFILE (1 OF 6)

DATE		REVISIONS	

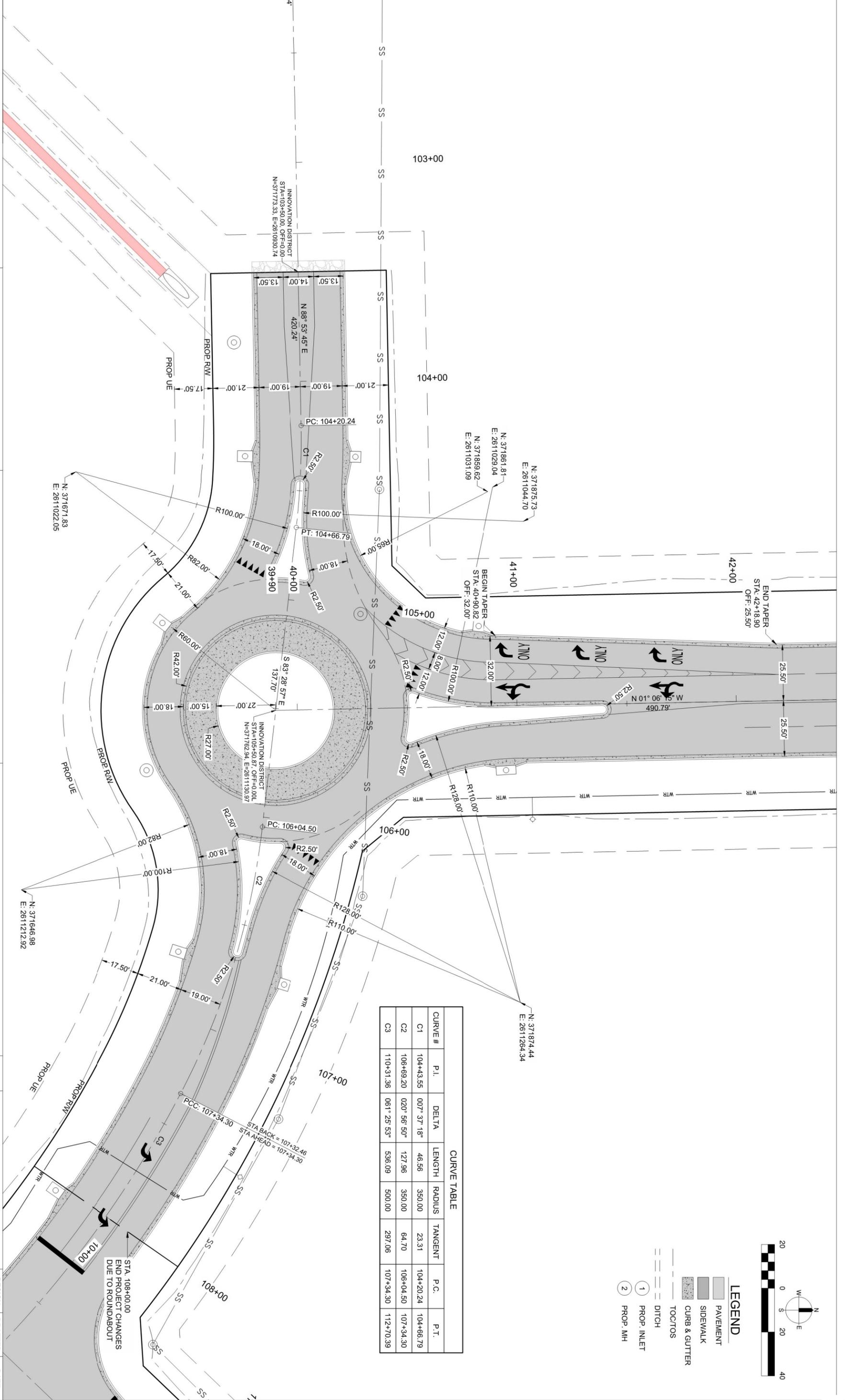
  

DESIGN	DRAFTED	DATE
JCD	MRW	6/25
REVIEWED	PROJECT NO.	2352100
RJM		
APPROVED	SHEET	R001
COBA	OF	115

DATE	REVISIONS	DESIGN	DRAFTED	DATE
		JCD	MRW	6/25
		REVIEWED	PROJECT NO.	2352100
		RJM	APPROVED SHEET	R007
		COBA	OF	115



DATE	REVISIONS	DESIGN	DRAFTED	DATE
		JCD	MRW	6/25
		REVIEWED	PROJECT NO.	
		RJM	2352100	
		APPROVED	SHEET	RFI
		COBA	OF	115



CURVE #	P. I.	DELTA	LENGTH	RADIUS	TANGENT	P. C.	P. T.
C1	104+43.55	007° 37' 18"	46.56	350.00	23.31	104+20.24	104+66.79
C2	106+69.20	020° 56' 50"	127.96	350.00	64.70	106+04.50	107+34.30
C3	110+31.36	061° 25' 53"	536.09	500.00	297.06	107+34.30	112+70.39

**LEGEND**

- PAVEMENT
- SIDEWALK
- CURB & GUTTER
- TOC/TOS
- DITCH
- PROP. INLET
- PROP. MH

Scale: 0 20 40  
North arrow pointing up.



# City of Broken Arrow

## Request for Action

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**File #: 25-313, Version: 1**

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**Broken Arrow Planning Commission  
03-18-2025**

**To:** Chair and Commission Members  
**From:** Community Development Department  
**Title:**

Approval of PR-000671-2024 | PT-002022-2025, Conditional Final Plat, Arrow Forge Innovation District, approximately 92.20 acres, 4 proposed lot, A-1 (Agricultural), located approximately one-eighth mile east of Olive Avenue (129<sup>th</sup> East Avenue), south of Florence Street (111<sup>th</sup> Street)

**Background:**

**Applicant:** GEODECA, LLC  
**Owner:** Broken Arrow Economic Development Authority  
**Developer:** Broken Arrow Economic Development Authority  
**Engineer:** BLK, Inc.

**Location:** Approximately one-eighth mile east of Olive Avenue (129<sup>th</sup> East Avenue), south of Florence Street (111<sup>th</sup> Street)

**Size of Tract** Approximately 92.20 acres

**Number of Lots:** 4

**Zoning:** A-1 (Agricultural)

**Comp Plan:** Level 3 (Transition area), Level 4 (Commercial/Employment Nodes), and Greenway/Floodplain

PR-000671-2024 | PT-002022-2025 is the conditional final plat for Arrow Forge Innovation District, proposes to have 4 lots on 92.20 acres and is located approximately one-eighth mile east of Olive Avenue (129<sup>th</sup> East Avenue), south of Florence Street (111<sup>th</sup> Street). The property is currently zoned A-1 and is unplatted and undeveloped. Each proposed lot meets the frontage and size requirement of the A-1 zoning district.

Access will be provided by two access points from the Florence Street. The main spine road is to act as a future frontage road connecting to Norfolk Drive to the east.

According to FEMA maps, the western portion of the property is in a 100-year floodplain area. Areas designated as floodplain will be placed in a Reserve Area. Water and sanitary sewer service are available from the City of Broken Arrow. This item was reviewed by the Technical Advisory Committee on March 4, 2025 and recommended for approval.

**Attachments:** Checklist  
Conditional Final Plat & Covenants

**Recommendation:**

Staff recommends PR-000671-2024 | PT-002022-2025 is the conditional final plat for Arrow Forge, be approved, subject to the attached checklist.

**Reviewed by: Amanda Yamaguchi**

**Approved by: Rocky Henkel**



# City of Broken Arrow

## Request for Action

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**File #: 25-1221, Version: 1**

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**Broken Arrow City Council  
Meeting of: 09-02-2025**

**Title:**

Approval of and authorization to execute Resolution No. 1693, a Resolution authorizing acceptance of a General Warranty Deed for Parcel 10.0, consisting of 3,826 square feet of permanent Right-of-Way located at 20951 E 47th Street South in Broken Arrow, Oklahoma, in the Southeast Quarter of Section 29, Township 19 North, Range 15 East, Wagoner County, Oklahoma, from Deborah Stewart a/k/a Deborah A. Stewart and Forrest Glen Stewart, for the 37th Street Roadway Widening from Omaha Street to Dearborn Street, Parcel 10.0 (Project No. ST21390)

**Background:**

The attached General Warranty Deed is being conveyed to the City of Broken Arrow, a municipal corporation, from Deborah Stewart a/k/a Deborah A. Stewart and Forrest Glen Stewart, the owner. Parcel 10.0 consists of 3,826 square feet of permanent Right-of-Way, in the Southeast Quarter of Section 29, Township 19 North, Range 15 East, Wagoner County, State of Oklahoma, for the 37th Street Roadway Widening from Omaha Street to Dearborn Street, Parcel 10.0 (Project No. ST21390).

A copy of the signed acceptance of the City's offer is attached, as is the General Warranty Deed.

Payment of the compensation is on the September 2, 2025 City Council Claims List.

**Cost:** \$10,080.00

**Funding Source:** 2018 GO Bond

**Requested By:** Charlie Bright, P.E., Director of Engineering and Construction

**Approved By:** City Manager's Office

**Attachments:** Resolution No. 1693  
Acceptance Letter  
General Warranty Deed  
Conditions and Request for Payment  
Affidavit

**Recommendation:**

Approve and authorize execution of Resolution No. 1693



July 18, 2025

DEBORAH STEWART & GLEN FORREST STEWART  
19170 FERGUSON RD  
OKMULGEE, OK 74447

RE: 37TH STREET ROADWAY WIDENING FROM OMAHA ST TO DEARBORN ST  
PROJECT NO. ST21390      PROJECT PARCEL #: 10.0      REVISED OFFER LETTER

Mr. & Mrs. Stewart,

The City of Broken Arrow has completed the design phase and is beginning the acquisition phase on the above-named project. With a fair market value for the portion to be acquired now complete, the City is able to place a fair market value on the acquisitions and make an offer to you. The following offer is made by the City, subject to City Council approval:

Permanent Right of Way: 0.09 Acres @ \$72,000/Acre = \$6,480  
Improvements Acquired: Trees: \$2,000  
Cost to Cure Damages: Replace Trees: \$1,600

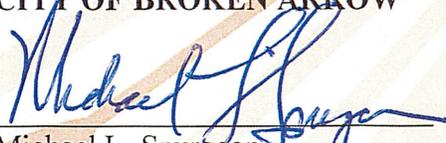
Total Just Compensation Amount (Rounded) = \$10,080.00

By your signature on this letter, you have accepted the City's offer of \$10,080.00. Please return this document in the enclosed self-addressed stamped envelope for further processing. If you have any questions about this offer, please contact a Right-of-Way Agent:

Karen Pax: [kpax@brokenarrowok.gov](mailto:kpax@brokenarrowok.gov) or 918-259-7000 ext. 5435  
Amy O'Laughlin: [aolaughlin@brokenarrowok.gov](mailto:aolaughlin@brokenarrowok.gov); or 918-259-7000 ext. 5278

**Please respond within 10 days of receipt of this letter.**

Respectfully,  
CITY OF BROKEN ARROW

  
Michael L. Spurgeon  
City Manager

MLS/ao  
enc

  
Deborah Stewart

  
Forrest Glen Stewart

**AFFIDAVIT**

STATE OF OKLAHOMA )  
 ) §  
COUNTY OF Tulsa )

The undersigned, of lawful age, being first duly sworn, on oath says that this invoice of claim is true and correct. Affiant further states that the conditions for payment as shown by this invoice or claim have been completed or supplied, or will be upon approval of the city council, in accordance with the offer, contracts or agreements furnished the affidavit. Affiant further states that he/she has made no payment directly or indirectly to any elected official, officer or employee of the state of Oklahoma, any county or local subdivision of the state, of money or any other thing of value to obtain payment.

**AMY J. O'LAUGHLIN**  
NOTARY PUBLIC - STATE OF OKLAHOMA  
MY COMMISSION EXPIRES 11/03/2026  
COMMISSION #22014878

By: Deborah A. Stewart  
DEBORAH A. STEWART  
Forrest Stewart  
FORREST STEWART

15<sup>th</sup> BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this August day of August, 2025, personally appeared DEBORAH A. STEWART and FORREST STEWART, to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last written above.

Amy J. O'Laughlin  
NOTARY PUBLIC

# CONDITIONS AND REQUEST FOR PAYMENT

**Conditions:** (List physical conditions required for acceptance):

Fee Simple

**Terms for Payment:**

Owner's request for payment in the amount of: \$10,080.00

Owner's Mailing Address: 20951 E47th St., Broken Arrow, OK  
74014

**Owner Requests Check:**

- Mailed to above address
- Mailed to above address by Certified Mail
- Call me and I will ~~pick it up~~
- Delivered by Agent

Check Payable to: Deborah Stewart <sup>DS</sup> and Forrest Stewart <sup>FS</sup>

**Signature/Date:**

Owner/s: Deborah Stewart      Date: 8-15-2025  
Forrest Stewart      08-15-2025

Agent: Ag O'Jaffo      Date: 8-15-2025  
Project: ST21390 37th Street Roadway Widening from Omaha St to Dearborn St, Parcel 10.0

**GENERAL WARRANTY DEED**

THIS INDENTURE is made this 7th day of August 2025, between **DEBORAH STEWART a/k/a DEBORAH A. STEWART and FORREST GLEN STEWART**, party of the first part, and CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation, party of the second part.

WITNESSETH, That in consideration of the sum of Ten and No/100 Dollars (\$10.00), the receipt of which is hereby acknowledged, said party of the first part does by these presents, grant, bargain, sell and convey unto said party of the second part, its successors and assigns, all of their right, title and interest in and to the all of the following described real estate and premises, and including all right, title and interest in and to the airspace, light, view above the surface, including any previously dedicated roadway of the following described real estate situated in the County of WAGONER, State of Oklahoma, to-wit:

**SEE EXHIBIT "A"**

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**EXEMPT FROM DOCUMENTARY STAMPS PURSUANT TO 68 O.S. 3202 (11).**

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining forever.

And said party of the first part, its successors and assigns, does hereby covenant, promise and agree to and with said party of the second part at the delivery of these presents it is lawfully seized in its own right of an absolute and indefeasible estate of inheritance in fee simple, of and in, all and singular the above granted and described premises, with the appurtenances; that the same are free, clear, and discharged of and from all former grants, charges, judgments, taxes, assessments, mortgages and other liens and encumbrances of whatsoever nature, EXCEPT, taxes and assessments not yet due, restrictions, covenants and easements of record, and that party of the first part will WARRANT AND FOREVER DEFEND the same unto the said party of the second part, successors and assigns, against said party of the first part, its successors and assigns, and all and every person or persons whomsoever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF, the said party of the first part hereto has caused these presents to be signed in its name the day and year first above written.

  
DEBORAH STEWART a/k/a DEBORAH A. STEWART

Return to:  
City of Broken Arrow  
City Clerk  
PO Box 610  
Broken Arrow, OK 74013

  
FORREST GLEN STEWART



PERMANENT RIGHT OF WAY  
PARCEL NO. 10.0

EXHIBIT A

LEGAL DESCRIPTION

A part of the South Half (S 1/2) of Lot 4, Block 1, Sun City III, a subdivision to Wagoner County, Oklahoma, and said part being more particularly described as follows;

Beginning at the southwest corner of said Lot 4,  
thence North 01 degrees 18 minutes 27 seconds West a distance of 153.02 feet  
to the grantor's north property line;  
thence along the said north property line  
North 88 degrees 39 minutes 36 seconds East a distance of 25.00 feet;  
thence leaving said north property line  
South 01 degrees 18 minutes 27 seconds East a distance of 153.02 feet  
to the grantor's south property line;  
thence along said south property line  
South 88 degrees 39 minutes 33 seconds West a distance of 25.00 feet to  
the POINT OF BEGINNING (P.O.B.), containing 3,826 square feet, or 0.09 acres.

Bearings based on the Oklahoma State Plane Grid North Zone.

This legal description meets the minimum technical standards for legal descriptions  
in the State of Oklahoma. Prepared by Paul Walla, Oklahoma PLS # 1903

Paul Walla,  
Professional Land Surveyor  
Oklahoma PLS # 1903  
McClelland Consulting Engineers, Inc.



PROJ. MANAGER: PW	DRAWN BY: JJM
DATE: 03/29/2025	REVISION:
SCALE: AS NOTED	PROJ. NUMBER: 217104
<b>1 OF 2</b>	

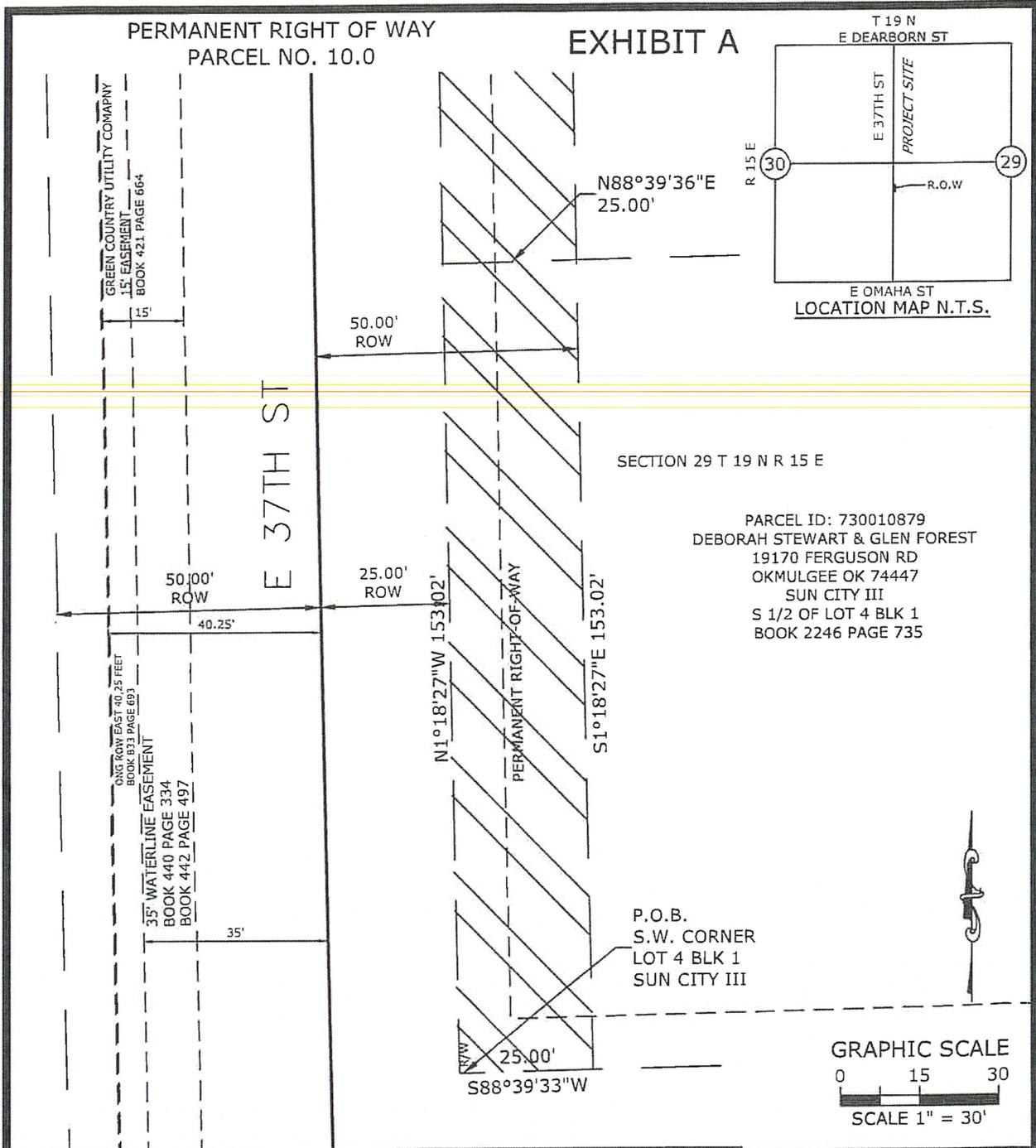
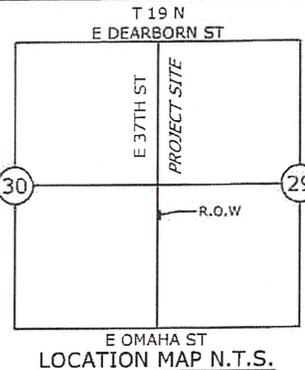
RIGHT-OF-WAY  
DEDICATION

PERMANENT RIGHT OF WAY  
AREA: 0.09 ACRES (3826 SQ. FT.)  
OWNER: DEBORAH STEWART & GLEN FOREST  
ADDRESS: 19170 FERGUSON RD , OKMULGEE, OK 74447

**MCE** McCLELLAND  
CONSULTING  
ENGINEERS, INC.  
7302 KANIS RD  
LITTLE ROCK, AR 72204  
(479) 443-2377  
HTTP://WWW.MCE.US.COM

PERMANENT RIGHT OF WAY  
PARCEL NO. 10.0

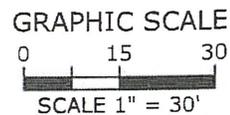
EXHIBIT A



SECTION 29 T 19 N R 15 E

PARCEL ID: 730010879  
DEBORAH STEWART & GLEN FOREST  
19170 FERGUSON RD  
OKMULGEE OK 74447  
SUN CITY III  
S 1/2 OF LOT 4 BLK 1  
BOOK 2246 PAGE 735

P.O.B.  
S.W. CORNER  
LOT 4 BLK 1  
SUN CITY III



PROJ. MANAGER:	DRAWN BY:
PW	JJM
DATE:	REVISION:
03/29/2025	
SCALE:	PROJ. NUMBER:
AS NOTED	217104
<b>2 OF 2</b>	

**RIGHT-OF-WAY  
DEDICATION**

PERMANENT RIGHT OF WAY  
AREA: 0.09 ACRES (3826 SQ. FT.)  
OWNER: DEBORAH STEWART & GLEN FOREST  
ADDRESS: 19170 FERGUSON RD, OKMULGEE, OK 74447

**MCE** McCLELLAND  
CONSULTING  
ENGINEERS, INC.  
7302 KANIS RD  
LITTLE ROCK, AR 72204  
(479) 443-2377  
HTTP://WWW.MCE.US.COM

**RESOLUTION NO. 1693**

**A RESOLUTION AUTHORIZING ACCEPTANCE OF A GENERAL WARRANTY DEED FROM DEBORAH STEWART A/K/A DEBORAH A. STEWART AND FORREST GLEN STEWART FOR PARCEL 10.0, WHICH CONSISTS OF 3,826 SQUARE FEET OF PERMANENT RIGHT-OF-WAY FOR THE 37<sup>TH</sup> STREET ROADWAY WIDENING FROM OMAHA STREET TO DEARBORN STREET, LOCATED AT 20951 EAST 47TH STREET SOUTH IN BROKEN ARROW, OKLAHOMA IN THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 19 NORTH, RANGE 15 EAST, WAGONER COUNTY, STATE OF OKLAHOMA. (PROJECT NO. ST21390)**

**WHEREAS**, the right-of-way acquisition for the 37th Street Roadway Widening from Omaha Street to Dearborn Street has been approved as General Obligation Bond 2018; and

**WHEREAS**, the City of Broken Arrow’s right-of-way agent has negotiated a payment in the amount of \$10,080.00 to Deborah Stewart a/k/a Deborah A. Stewart and Forrest Glen Stewart, the property owner of Parcel 10.0, which consists of 3,826 square feet of Permanent Right of Way located at 20951 East 47th Street South in Broken Arrow, Oklahoma; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA, THAT:**

1. The City of Broken Arrow accepts the General Warranty Deed for Parcel 10.0 from Deborah Stewart a/k/a Deborah A. Stewart and Forrest Glen Stewart.

This Resolution is approved in open meeting by the City Council of the City of Broken Arrow on this 2nd day of September, 2025.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
(seal) CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
ASSISTANT CITY ATTORNEY



# City of Broken Arrow

## Request for Action

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**File #: 25-1222, Version: 1**

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**Broken Arrow City Council  
Meeting of: 09-02-2025**

**Title:**

Approval of and authorization to execute Resolution No. 1694 a Resolution authorizing acceptance of a General Warranty Deed for Parcel 6.0, consisting of 3,826 square feet of permanent Right-of-Way located at 4835 South 209th East Avenue in Broken Arrow, Oklahoma, in the Southwest Quarter of Section 29, Township 19 North, Range 15 East, Wagoner County, Oklahoma, from Walter Washington and Joyce Washington, for the 37th Street Roadway Widening from Omaha Street to Dearborn Street, Parcel 6.0 (Project No. ST21390)

**Background:**

The attached General Warranty Deed is being conveyed to the City of Broken Arrow, a municipal corporation, from Walter Washington and Joyce Washington, the owner. Parcel 6.0 consists of 3,826 square feet of permanent Right-of-Way, in the Southwest Quarter of Section 29, Township 19 North, Range 15 East, Wagoner County, State of Oklahoma, for the 37th Street Roadway Widening from Omaha Street to Dearborn Street, Parcel 6.0 (Project No. ST21390).

A copy of the signed acceptance of the City's offer is attached, as is the General Warranty Deed.

Payment of the compensation is on the September 2, 2025 City Council Claims List.

**Cost:** \$7,980.00

**Funding Source:** 2018 GO Bond

**Requested By:** Charlie Bright, P.E., Director of Engineering and Construction

**Approved By:** City Manager's Office

**Attachments:** Resolution No. 1694  
Acceptance Letter  
General Warranty Deed  
Conditions and Request for Payment  
Affidavit

**Recommendation:**

Approve and authorize execution of Resolution No. 1694



July 16, 2025

WALTER WASHINGTON & JOYCE WASHINGTON  
3308 S 207TH E AVE  
BROKEN ARROW, OK 74014

**RE: 37TH STREET ROADWAY WIDENING FROM OMAHA ST TO DEARBORN ST  
PROJECT NO. ST21390 PROJECT PARCEL #: 6.0**

Mr. and Mrs. Washington,

The City of Broken Arrow has completed the design phase and is beginning the easement acquisition phase on the above-named project. With a fair market value for the portion to be acquired now complete, the City is able to place a fair market value on the acquisitions and make an offer to you. The following offer is made by the City, subject to City Council approval:

Permanent Right of Way: 0.09 Acres @ \$71,000/Acre = \$6,390

Improvements Acquired: Large tree (1) = \$300; 5-foot Chain Link Fence by driveway – 25 Linear Feet (LF) x \$23/LF = \$575; 5-foot Chain Link Fence north boundary – 25 Linear Feet (LF) x \$22.75/LF = \$568.75; Chain Link w/1 strand barbed wire- 6 LF x \$23.25 = \$139.50 Total: \$1,583.25

Total Just Compensation Amount (Rounded) = \$7,980

By your signature on this letter, you have accepted the City's offer of \$7,980.00. Please return this document in the enclosed self-addressed stamped envelope for further processing. If you have any questions about this offer, please contact a Right-of-Way Agent:

Karen Pax: [kpax@brokenarrowok.gov](mailto:kpax@brokenarrowok.gov) or 918-259-7000 ext. 5435

Amy O'Laughlin: [aolaughlin@brokenarrowok.gov](mailto:aolaughlin@brokenarrowok.gov), or 918-259-7000 ext. 5278

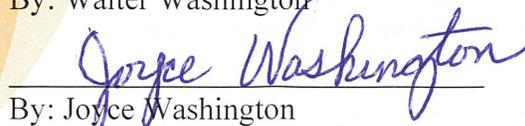
**Please respond within 10 days of receipt of this letter.**

Respectfully,

**CITY OF BROKEN ARROW**

  
Michael L. Spurgeon  
City Manager

MLS/ao  
enc

  
By: Walter Washington  
  
By: Joyce Washington

**AFFIDAVIT**

STATE OF OKLAHOMA )  
COUNTY OF Tulsa ) §

The undersigned, of lawful age, being first duly sworn, on oath says that this invoice of claim is true and correct. Affiant further states that the conditions for payment as shown by this invoice or claim have been completed or supplied, or will be upon approval of the city council, in accordance with the offer, contracts or agreements furnished the affidavit. Affiant further states that he/she has made no payment directly or indirectly to any elected official, officer or employee of the state of Oklahoma, any county or local subdivision of the state, of money or any other thing of value to obtain payment.

By: Walter Washington  
WALTER WASHINGTON

By: Joyce Washington  
JOYCE WASHINGTON

15<sup>th</sup> BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this day of August, 2025, personally appeared WALTER WASHINGTON and JOYCE WASHINGTON, to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last written above.



Karen L. Pax  
NOTARY PUBLIC

# CONDITIONS AND REQUEST FOR PAYMENT

**Conditions:** (List physical conditions required for acceptance):

Fee Simple

During construction the chain link fence will be replaced with similar chain link fencing. Call Walter Washington at 918.691.8319 so he can discuss the new location of the fence.

**Terms for Payment:**

Owner's request for payment in the amount of: \$7,980.00

Owner's Mailing Address: 3308 S. 207th E Ave BACK 74014

**Owner Requests Check:**

- Mailed to above address
- Mailed to above address by Certified Mail
- Call me and I will pick it up
- Delivered by Agent

Check Payable to: WALTER WASHINGTON and JOYCE WASHINGTON

**Signature/Date:**

Owner/s: Walter Washington  
WALTER WASHINGTON

Date: 8-15-2025

Joyce Washington  
JOYCE WASHINGTON

Agent: [Signature]

Date: 8/15/25

Project: ST21390 37th Street Roadway Widening from Omaha St to Dearborn St, Parcel 6.0

## GENERAL WARRANTY DEED

THIS INDENTURE is made this 6th day of August, 2025, between **WALTER WASHINGTON and JOYCE WASHINGTON**, husband and wife, party of the first part, and **CITY OF BROKEN ARROW, OKLAHOMA**, a municipal corporation, party of the second part.

WITNESSETH, That in consideration of the sum of Ten and No/100 Dollars (\$10.00), the receipt of which is hereby acknowledged, said party of the first part does by these presents, grant, bargain, sell and convey unto said party of the second part, its successors and assigns, all of their right, title and interest in and to the all of the following described real estate and premises, and including all right, title and interest in and to the airspace, light, view above the surface, including any previously dedicated roadway of the following described real estate situated in the County of **WAGONER**, State of Oklahoma, to-wit:

**SEE EXHIBIT "A"**

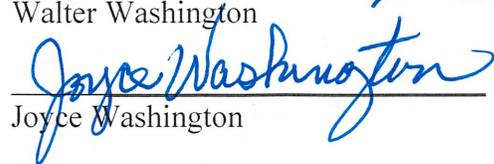
**EXEMPT FROM DOCUMENTARY STAMPS PURSUANT TO 68 O.S. 3202 (11).**

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining forever.

And said party of the first part, its successors and assigns, does hereby covenant, promise and agree to and with said party of the second part at the delivery of these presents it is lawfully seized in its own right of an absolute and indefeasible estate of inheritance in fee simple, of and in, all and singular the above granted and described premises, with the appurtenances; that the same are free, clear, and discharged of and from all former grants, charges, judgments, taxes, assessments, mortgages and other liens and encumbrances of whatsoever nature, EXCEPT, taxes and assessments not yet due, restrictions, covenants and easements of record, and that party of the first part will WARRANT AND FOREVER DEFEND the same unto the said party of the second part, successors and assigns, against said party of the first part, its successors and assigns, and all and every person or persons whomsoever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF, the said party of the first part hereto has caused these presents to be signed in its name the day and year first above written.

Return to:  
City of Broken Arrow  
City Clerk  
PO Box 610  
Broken Arrow, OK 74013

  
Walter Washington  
  
Joyce Washington



PERMANENT RIGHT OF WAY  
PARCEL NO. 6.0

EXHIBIT A

LEGAL DESCRIPTION

A part of the South Half (S 1/2) of Lot 3, Block 3, Sun City III, a subdivision to Wagoner County, Oklahoma, and said part being more particularly described as follows;

Beginning at the southwest corner of the South Half of said Lot 3, thence North 01 degrees 18 minutes 27 seconds West a distance of 153.01 feet to the grantor's north property line;  
thence along said north line, North 88 degrees 37 minutes 37 seconds East a distance of 25.00 feet;  
thence leaving said north line South 01 degrees 18 minutes 27 seconds East a distance of 153.02 feet to the grantor's south property line;  
thence along said south line South 88 degrees 39 minutes 13 seconds West a distance of 25.00 feet to the POINT OF BEGINNING (P.O.B.), containing 3,826 square feet, or 0.09 acres.

Bearings based on the Oklahoma State Plane Grid North Zone.

This legal description meets the minimum technical standards for legal descriptions in the State of Oklahoma. Prepared by Paul Walla, Oklahoma PLS # 1903

Paul Walla,  
Professional Land Surveyor  
Oklahoma PLS # 1903  
McClelland Consulting Engineers, Inc.



PRJ. MANAGER: PW	DRAWN BY: JJM
DATE: 03/29/2025	REVISION:
SCALE: AS NOTED	PROJ. NUMBER: 217104
<b>1 OF 2</b>	

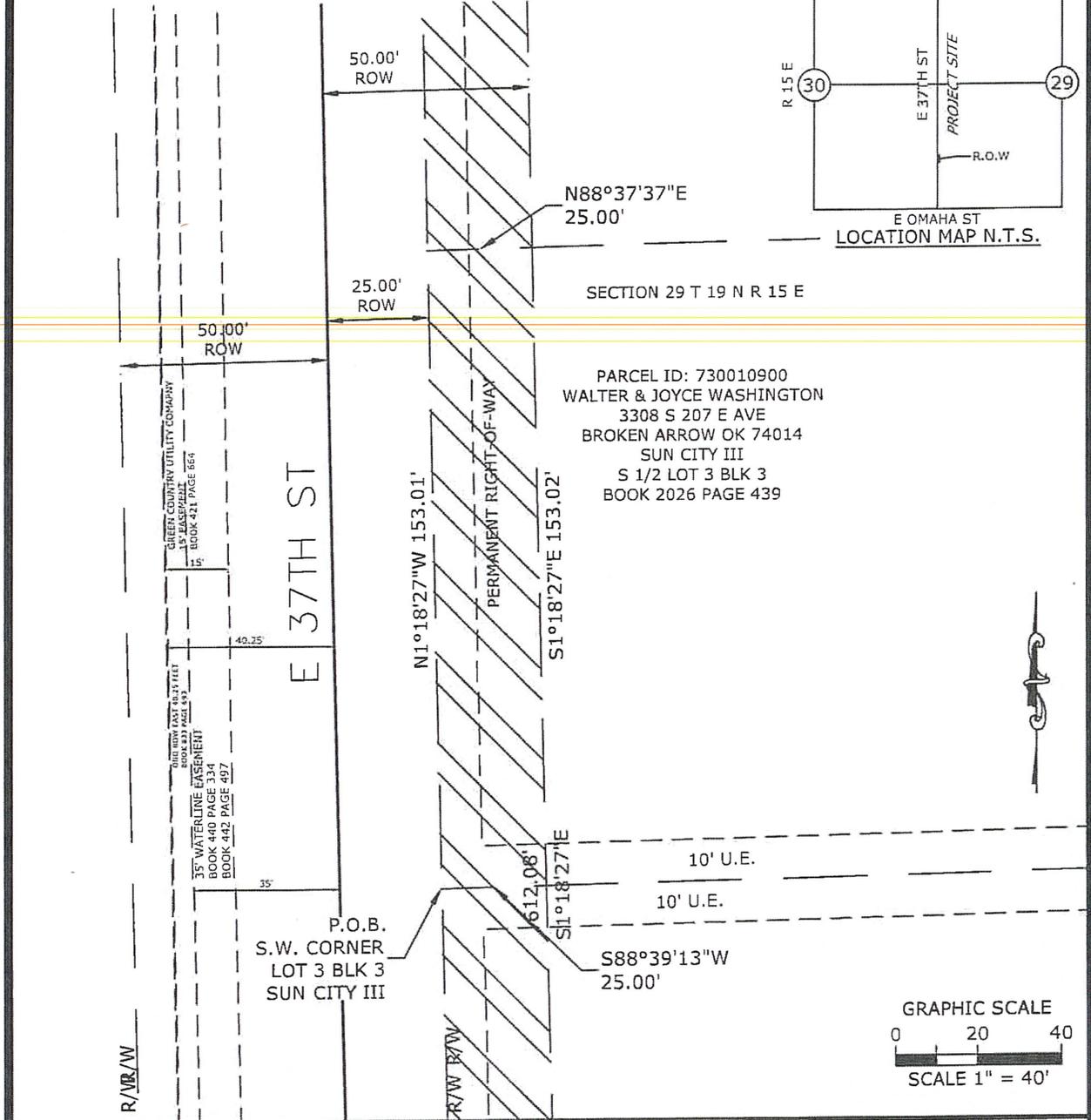
RIGHT-OF-WAY  
DEDICATION

PERMANENT RIGHT OF WAY  
AREA: 0.09 ACRES (3826 SQ. FT.)  
OWNER: WALTER & JOYCE WASHINGTON  
ADDRESS: 3308 S 207 E AVE , BROKEN ARROW, OK 74014

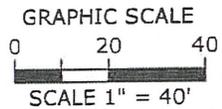
**MCE** McCLELLAND  
CONSULTING  
ENGINEERS, INC.  
7302 KANIS RD  
LITTLE ROCK, AR 72204  
(479) 443-2377  
HTTP://WWW.MCE.US.COM

PERMANENT RIGHT OF WAY  
PARCEL NO. 6.0

EXHIBIT A



PARCEL ID: 730010900  
WALTER & JOYCE WASHINGTON  
3308 S 207 E AVE  
BROKEN ARROW OK 74014  
SUN CITY III  
S 1/2 LOT 3 BLK 3  
BOOK 2026 PAGE 439



PROJ. MANAGER: PW	DRAWN BY: JIM
DATE: 03/29/2025	REVISION:
SCALE: AS NOTED	PROJ. NUMBER: 217104
<b>2 OF 2</b>	

**RIGHT-OF-WAY  
DEDICATION**

**PERMANENT RIGHT OF WAY**  
AREA: 0.09 ACRES (3826 SQ. FT.)  
OWNER: WALTER & JOYCE WASHINGTON  
ADDRESS: 3308 S 207 E AVE , BROKEN ARROW, OK 74014

**MCE** McCLELLAND  
CONSULTING  
ENGINEERS, INC.  
7302 KANIS RD  
LITTLE ROCK, AR 72204  
(479) 443-2377  
HTTP://WWW.MCE.US.COM

**RESOLUTION NO. 1694**

**A RESOLUTION AUTHORIZING ACCEPTANCE OF A GENERAL WARRANTY DEED FROM WALTER WASHINGTON AND JOYCE WASHINGTON FOR PARCEL 6.0, WHICH CONSISTS OF 3,826 SQUARE FEET OF PERMANENT RIGHT-OF-WAY FOR THE 37<sup>TH</sup> STREET ROADWAY WIDENING FROM OMAHA STREET TO DEARBORN STREET, LOCATED AT 4835 SOUTH 209<sup>TH</sup> EAST AVENUE IN BROKEN ARROW, OKLAHOMA IN THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 19 NORTH, RANGE 15 EAST, WAGONER COUNTY, STATE OF OKLAHOMA. (PROJECT NO. ST21390)**

**WHEREAS**, the right-of-way acquisition for the 37th Street Roadway Widening from Omaha Street to Dearborn Street has been approved as General Obligation Bond 2018; and

**WHEREAS**, the City of Broken Arrow’s right-of-way agent has negotiated a payment in the amount of \$7,980.00 to Walter Washington and Joyce Washington, the property owner of Parcel 6.0, which consists of 3,826 square feet of Permanent Right of Way located at 4835 South 209<sup>th</sup> East Avenue in Broken Arrow, Oklahoma; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA, THAT:**

1. The City of Broken Arrow accepts the General Warranty Deed for Parcel 6.0 from Walter Washington and Joyce Washington.

This Resolution is approved in open meeting by the City Council of the City of Broken Arrow on this 2nd day of September, 2025.

---

MAYOR

ATTEST:

---

(seal) CITY CLERK

APPROVED AS TO FORM:

---

ASSISTANT CITY ATTORNEY



# City of Broken Arrow

## Request for Action

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**File #: 25-1223, Version: 1**

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**Broken Arrow City Council  
Meeting of: 09-02-2025**

**Title:**

Approval of and authorization to execute Resolution No. 1695, a Resolution authorizing acceptance of a General Warranty Deed for Parcel 19.0, consisting of 3,031 square feet of permanent Right-of-Way located at 20910 East 41st Street South in Broken Arrow, Oklahoma, in the Northwest Quarter of Section 29, Township 19 North, Range 15 East, Wagoner County, Oklahoma, from Billy W. Hutcheson and Debra L. Hutcheson, authorizing payment in the amount of \$6,660.00 for the 37th Street Roadway Widening from Omaha Street to Dearborn Street, Parcel 19.0 (Project No. ST21390)

**Background:**

The attached General Warranty Deed is being conveyed to the City of Broken Arrow, a municipal corporation, from Billy W. Hutcheson and Debra L. Hutcheson, the owner. Parcel 19.0 consists of 3,031 square feet of permanent Right-of-Way, in the Northeast Quarter of Section 29, Township 19 North, Range 15 East, Wagoner County, State of Oklahoma, for the 37th Street Roadway Widening from Omaha Street to Dearborn Street, Parcel 19.0 (Project No. ST21390).

The City of Broken Arrow's right-of-way agent has negotiated a payment in the amount of \$6,660.00. A copy of the signed acceptance of the City's offer is attached, as is the General Warranty Deed.

Payment of the compensation is on the September 2, 2025 City Council Claims List.

**Cost:** \$6,660.00

**Funding Source:** 2018 GO Bond

**Requested By:** Charlie Bright, P.E., Director of Engineering and Construction

**Approved By:** City Manager's Office

**Attachments:** Resolution No. 1695  
Acceptance Letter  
General Warranty Deed  
Conditions and Request for Payment  
Affidavit

**Recommendation:**

Approve and authorize execution of Resolution No. 1695



July 18, 2025

BILLY W HUTCHESON & DEBRA L HUTCHESON  
20910 E 41ST ST S  
ROKEN ARROW, OK 74014

**RE: 37TH STREET ROADWAY WIDENING FROM OMAHA ST TO DEARBORN ST  
PROJECT NO. ST21390 PROJECT PARCEL #: 19.0**

Mr. and Mrs. Hutcheson:

The City of Broken Arrow has completed the design phase and is beginning the acquisition phase on the above-named project. With a fair market value for the portion to be acquired now complete, the City is able to place a fair market value on the acquisitions and make an offer to you. The following offer is made by the City, subject to City Council approval:

Permanent Right of Way: 0.07 Acres @ \$78,000/Acre = \$5,460

Improvements to be Acquired:  
Large Trees 4 x \$300/each = \$1,200

Total Just Compensation Amount (Rounded) = \$6,660

By your signature on this letter, you have accepted the City's offer of \$6,660.00. Please return this document in the enclosed self-addressed stamped envelope for further processing. If you have any questions about this offer, please contact a Right-of-Way Agent:

Karen Pax: [kpax@brokenarrowok.gov](mailto:kpax@brokenarrowok.gov) or 918-259-7000 ext. 5435  
Amy O'Laughlin: [aolaughlin@brokenarrowok.gov](mailto:aolaughlin@brokenarrowok.gov), or 918-259-7000 ext. 5278

**Please respond within 10 days of receipt of this letter.**

Respectfully,  
CITY OF BROKEN ARROW

*for Kenneth D. Schualb*  
Michael L. Spurgeon  
City Manager

*Billy W. Hutcheson*  
By: Billy W. Hutcheson  
*Debra L. Hutcheson*  
By: Debra L. Hutcheson

MLS/ao  
enc

**AFFIDAVIT**

STATE OF OKLAHOMA    )  
  ) §  
COUNTY OF Tulsa        )

The undersigned, of lawful age, being first duly sworn, on oath says that this invoice of claim is true and correct. Affiant further states that the conditions for payment as shown by this invoice or claim have been completed or supplied, or will be upon approval of the city council, in accordance with the offer, contracts or agreements furnished the affidavit. Affiant further states that he/she has made no payment directly or indirectly to any elected official, officer or employee of the state of Oklahoma, any county or local subdivision of the state, of money or any other thing of value to obtain payment.

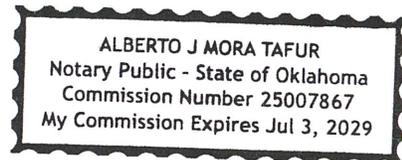
By: Billy W. Hutcheson  
Billy W. Hutcheson

By: Debra L. Hutcheson  
Debra L. Hutcheson

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 7th day of August, 2025, personally appeared BILLY W. HUTCHESON and DEBRA L. HUTCHESON, to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last written above.

[Signature]  
NOTARY PUBLIC



# CONDITIONS AND REQUEST FOR PAYMENT

**Conditions:** (List physical conditions required for acceptance):

Fee Simple

The City will not install a driveway on the west side of the property located at 20910 E 41ST ST S, BROKEN ARROW, OK 74014

## Terms for Payment:

Owner's request for payment in the amount of: \$6,660.00

Owner's Mailing Address: 20910 E. 41<sup>ST</sup> ST S Broken Arrow, OK.  
74014

### Owner Requests Check:

- Mailed to above address
- Mailed to above address by Certified Mail
- Call me and I will pick it up
- Delivered by Agent

Check Payable to: BILLY W. HUTCHESON and DEBRA L. HUTCHESON

### Signature/Date:

Owner/s: Billy W. Hutcherson Date: 8/07/2025  
BILLY W. HUTCHESON

Debra L Hutcherson Date: 8/07/2025  
DEBRA L. HUTCHESON

Agent: Aly O'Jayles Date: 8-14-25

Project: ST21390 37th Street Roadway Widening from Omaha St to Dearborn St, Parcel 19.0

**GENERAL WARRANTY DEED**

THIS INDENTURE is made this 29th day of July 2025, between **BILLY W HUTCHESON and DEBRA L HUTCHESON**, party of the first part, and **CITY OF BROKEN ARROW, OKLAHOMA**, a municipal corporation, party of the second part.

WITNESSETH, That in consideration of the sum of Ten and No/100 Dollars (\$10.00), the receipt of which is hereby acknowledged, said party of the first part does by these presents, grant, bargain, sell and convey unto said party of the second part, its successors and assigns, all of their right, title and interest in and to the all of the following described real estate and premises, and including all right, title and interest in and to the airspace, light, view above the surface, including any previously dedicated roadway of the following described real estate situated in the County of WAGONER, State of Oklahoma, to-wit:

**SEE EXHIBIT "A"**

**EXEMPT FROM DOCUMENTARY STAMPS PURSUANT TO 68 O.S. 3202 (11).**

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining forever.

And said party of the first part, its successors and assigns, does hereby covenant, promise and agree to and with said party of the second part at the delivery of these presents it is lawfully seized in its own right of an absolute and indefeasible estate of inheritance in fee simple, of and in, all and singular the above granted and described premises, with the appurtenances; that the same are free, clear, and discharged of and from all former grants, charges, judgments, taxes, assessments, mortgages and other liens and encumbrances of whatsoever nature, EXCEPT, taxes and assessments not yet due, restrictions, covenants and easements of record, and that party of the first part will WARRANT AND FOREVER DEFEND the same unto the said party of the second part, successors and assigns, against said party of the first part, its successors and assigns, and all and every person or persons whomsoever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF, the said party of the first part hereto has caused these presents to be signed in its name the day and year first above written.

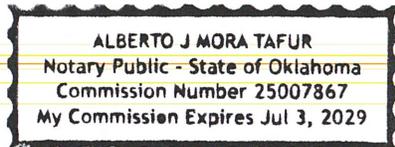
Return to:  
City of Broken Arrow  
City Clerk  
PO Box 610  
Broken Arrow, OK 74013

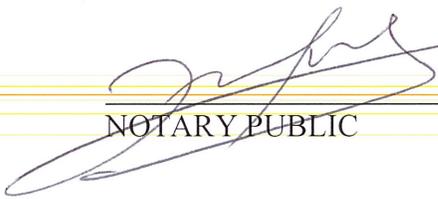
*Billy W. Hutcherson*  
\_\_\_\_\_  
BILLY W HUTCHESON  
*Debra L Hutcherson*  
\_\_\_\_\_  
DEBRA L HUTCHESON

STATE OF OKLAHOMA )  
 ) §  
COUNTY OF Tulsa )

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 7th day of August 2025, personally appeared BILLY W HUTCHESON and DEBRA L HUTCHESON, to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last written above.



  
NOTARY PUBLIC

Approved as to Form:  
CITY of Broken Arrow, Oklahoma,  
A municipal corporation

  
Assistant City Attorney

Approved as to Substance:  
CITY of Broken Arrow, Oklahoma,  
A municipal corporation

\_\_\_\_\_  
Michael L. Spurgeon, City Manager

Attest:

\_\_\_\_\_  
City Clerk

Engineer: RTS Date: 8/14/25  
Project: ST21390 37th Street Roadway Widening from Omaha St to Dearborn St  
Parcel 19.0

PERMANENT RIGHT OF WAY  
PARCEL NO. 19.0

EXHIBIT A

LEGAL DESCRIPTION

A part of Lot 1, Block 1, New Tulsa Estates Amended, a subdivision to Wagoner County, Oklahoma, and said part being more particularly described as follows;  
Beginning at the northwest corner of said Lot 1;  
thence along the grantor's north property line  
North 88 degrees 47 minutes 50 seconds East a distance of 40.00 feet;  
thence leaving said north property line  
South 43 degrees 42 minutes 20 seconds West a distance of 35.30 feet;  
thence South 01 degrees 23 minutes 09 seconds East a distance of 156.22 feet  
to the grantor's south property line;  
thence along said south property line  
South 88 degrees 47 minutes 50 seconds West a distance of 15.00 feet;  
thence leaving said south property line  
North 01 degrees 23 minutes 09 seconds West a distance of 181.22 feet to  
the POINT OF BEGINNING (P.O.B.), containing 3,031 square feet or 0.07 acres.

Bearings based on the Oklahoma State Plane Grid North Zone.

This legal description meets the minimum technical standards for legal descriptions in the State of Oklahoma. Prepared by Paul Walla, Oklahoma PLS # 1903

Paul Walla,  
Professional Land Surveyor  
Oklahoma PLS # 1903  
McClelland Consulting Engineers, Inc.



PRGJ. MANAGER:	DRAWN BY:
PW	IJM
DATE:	REVISION:
03/29/2025	
SCALE:	PARL. NUMBER:
AS NOTED	217104

RIGHT-OF-WAY  
DEDICATION

PERMANENT RIGHT OF WAY  
AREA: 0.07 ACRES (3031 SQ. FT.)  
OWNER: BILLY W & DEBRA L HUTCHESON  
ADDRESS: 20910 E 41 ST S, BROKEN ARROW, OK 74014

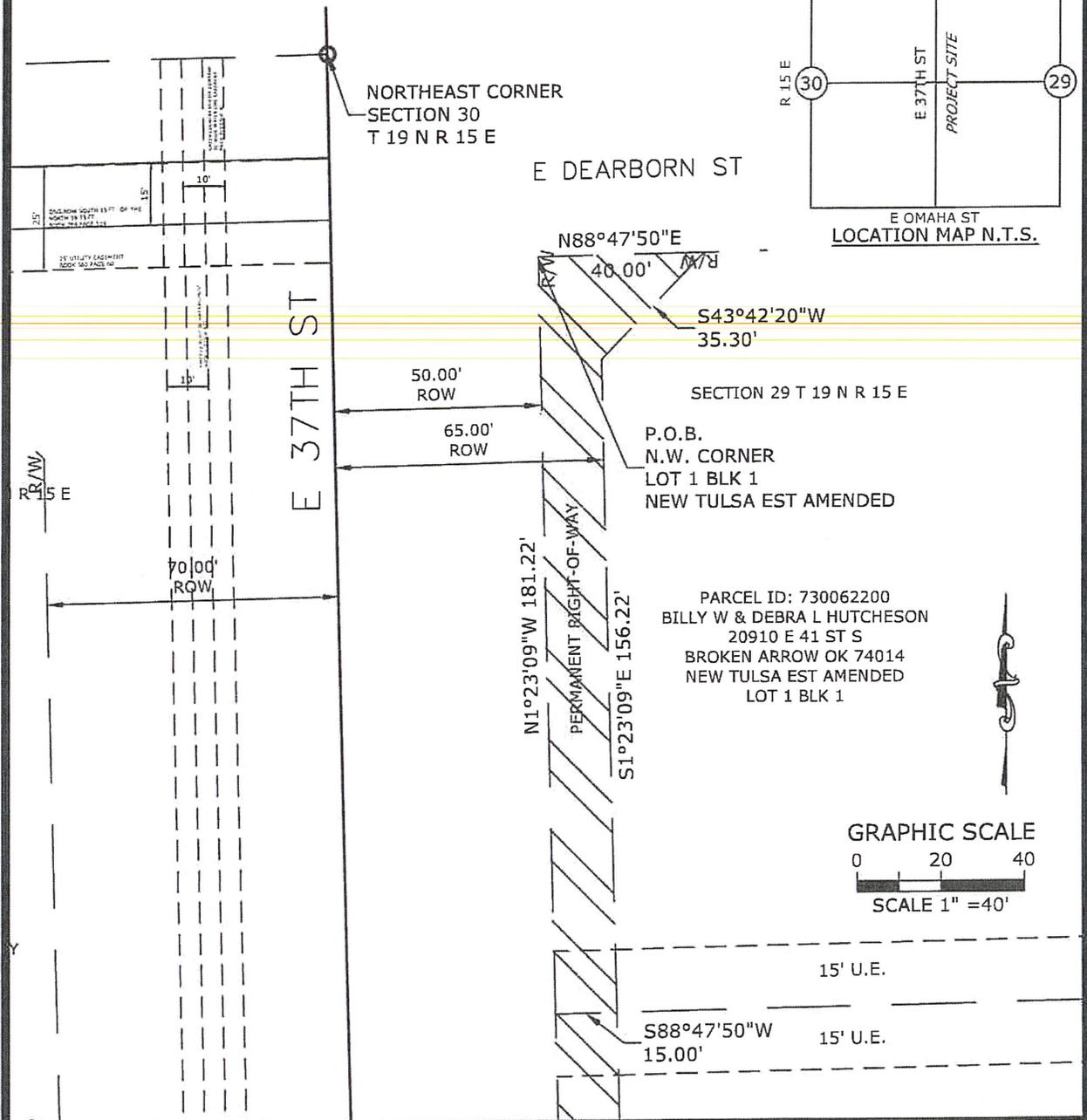
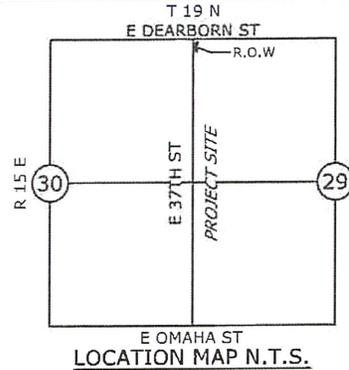
**MCE** McCLELLAND  
CONSULTING  
ENGINEERS, INC.  
7302 KANIS RD  
LITTLE ROCK, AR 72204  
(479) 443-2377  
HTTP://WWW.MCE.US.COM

1 OF 2

0325

PERMANENT RIGHT OF WAY  
PARCEL NO. 19.0

EXHIBIT A



PROJ. MANAGER: PW	DRAWN BY: JIM
DATE: 03/29/2025	REVISION:
SCALE: AS NOTED	PROJ. NUMBER: 217104
<b>2 OF 2</b>	

**RIGHT-OF-WAY  
DEDICATION**

PERMANENT RIGHT OF WAY  
AREA: 0.07 ACRES (3031 SQ. FT.)  
OWNER: BILLY W & DEBRA L HUTCHESON  
ADDRESS: 20910 E 41 ST S, BROKEN ARROW, OK 74014

**MCE** McCLELLAND  
CONSULTING  
ENGINEERS, INC.  
7302 KANIS RD  
LITTLE ROCK, AR 72204  
(479) 443-2377  
HTTP://WWW.MCE.US.COM

**RESOLUTION NO. 1695**

**A RESOLUTION AUTHORIZING ACCEPTANCE OF A GENERAL WARRANTY DEED FROM BILLY W. HUTCHESON and DEBRA L. HUTCHESON FOR PARCEL 19.0, WHICH CONSISTS OF 3,031 SQUARE FEET OF PERMANENT RIGHT-OF-WAY FOR THE 37<sup>TH</sup> STREET ROADWAY WIDENING FROM OMAHA STREET TO DEARBORN STREET, LOCATED AT 20910 EAST 41<sup>ST</sup> STREET SOUTH IN BROKEN ARROW, OKLAHOMA IN THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 19 NORTH, RANGE 15 EAST, WAGONER COUNTY, STATE OF OKLAHOMA. (PROJECT NO. ST21390)**

**WHEREAS**, the right-of-way acquisition for the 37th Street Roadway Widening from Omaha Street to Dearborn Street has been approved as General Obligation Bond 2018; and

**WHEREAS**, the City of Broken Arrow’s right-of-way agent has negotiated a payment in the amount of \$6,660.00 to Billy W. Hutcheson and Debra L. Hutcheson, the property owner of Parcel 19.0, which consists of 3,031 square feet of Permanent Right of Way located at 20910 East 41st Street South in Broken Arrow, Oklahoma; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA, THAT:**

1. The City of Broken Arrow accepts the General Warranty Deed for Parcel 19.0 from Billy W. Hutcheson and Debra L. Hutcheson.

This Resolution is approved in open meeting by the City Council of the City of Broken Arrow on this 2nd day of September, 2025.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
(seal) CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
ASSISTANT CITY ATTORNEY



# City of Broken Arrow

## Request for Action

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**File #:** 25-1220, **Version:** 1

---

**Broken Arrow City Council**  
**Meeting of: 09/02/2025**

**Title:**

Approval of and authorization to execute Resolution No. 1696, a Resolution establishing the City of Broken Arrow Payroll Account, a backup payroll account at Bank of Oklahoma, designating authorized signatories for the account and establishing an effective date

**Background:**

The City is opening a payroll account at the Bank of Oklahoma to be our backup should AVB is unable to process our payroll file. We feel that it in the best interest of the city to have a secondary bank that is able to process our payroll should the occasion arrives. In order to open additional accounts, Bank of Oklahoma is requiring a resolution to authorize the following signatures:

Cynthia S. Arnold-City of Broken Arrow

Tom C Cook, Jr - City of Broken Arrow

Jay Heinrichs - City of Broken Arrow

**Cost:** \$0

**Funding Source:** N/A

**Requested By:** Cynthia S. Arnold, Finance Director

**Approved By:** City Manager's Office

**Attachments:** Resolution No. 1696

**Recommendation:**

Approve and authorize execution of Resolution No 1696.

**RESOLUTION NO. 1696**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA, AUTHORIZING THE ESTABLISHMENT OF THE CITY OF BROKEN ARROW PAYROLL ACCOUNT, A BACKUP PAYROLL ACCOUNT AT BANK OF OKLAHOMA, DESIGNATING AUTHORIZED SIGNATORIES FOR THE ACCOUNT AND ESTABLISHING AN EFFECTIVE DATE**

**WHEREAS**, the Council of the City of Broken Arrow, Oklahoma finds it in the best interest of the City to establish a backup payroll account at Bank of Oklahoma to ensure continuity and security of payroll operations; and

**WHEREAS**, Council authorizes specific individuals to act as signatories for the backup payroll account to facilitate its operation; and

**WHEREAS**, Council desires to ensure that the establishment and management of this backup payroll account are conducted in an orderly and transparent manner;

**NOW BE IT RESOLVED BY THE CITY OF BROKEN ARROW, THAT:**

Section 1. Establishment of Backup Payroll Account. The City of Broken Arrow hereby authorizes the establishment of a backup payroll account at Bank of Oklahoma to support the City's payroll operations in the event of disruptions to the primary payroll account.

Section 2. Authorized Signatories. The following individuals are hereby designated as authorized signatures of the City of Broken Arrow's backup payroll account at Bank of Oklahoma: Cynthia S. Arnold, Tom C. Cook, Jr. and Jay Heinrichs. These named individuals are granted authority to sign checks, authorize electronic transfers and execute any documents necessary for the operation of the backup payroll account on behalf of the City of Broken Arrow.

Section 3. Effective Date. This Resolution shall take effect on September 2, 2025.

ADOPTED by the Council: September 2, 2025

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
(SEAL) City Clerk

APPROVED AS TO FORM:  
  
\_\_\_\_\_

City Attorney



# City of Broken Arrow

## Request for Action

File #: 25-1230, Version: 1

**Broken Arrow City Council**  
**Meeting of: 9-02-2025**

**Title:**

Approval of and authorization to execute Resolution No. 1698, a Resolution authorizing acceptance of a General Warranty Deed for Parcel 25.0 and 25.A, consisting of 10,001 square feet of permanent Right-of-Way and 7708 square feet of Temporary Construction Easement located at 9302 South Lynn Lane Road in Broken Arrow, Oklahoma, in the Northeast Quarter of Section 23, Township 18 North, Range 14 East, Tulsa County, Oklahoma, from Jose I and Tracy Layne Godinez, the owners, and authorization of \$68,380.00 payment for the 9th Street widening from New Orleans Street to Washington Street, Parcel 25.0, 25.A (Project No. ST23280)

**Background:**

Fee simple, Permanent Right of Way: 10,001.00 SQUARE FEET (SF) @ \$3.00 SF = \$30,003.00

Improvements:

Acquire three rail cross fence 20 LF @ \$22.00 LF = \$450.00

Acquire chain link cross fence 45 LF @ \$30.00 LF = \$1,200.00

Acquire 6-strand b/w on w/pasture fencing on metal T Posts 20 LF @ \$9.00 LF = 180.00

Acquire gravel drive 475 SF @ \$2.00 SF = \$950.00

Acquire asphalt drive 470 SF @ \$4.50 SF = \$2,115.00

Acquire landscape bush 1 @ \$500.00

Total Improvements Taken \$ 5,545.00

Proximity Damages @ \$ 7,752.00

Total Permanent Damages \$ 7,752.00

Cost to Cure Damages: Items to be Replaced/Relocated/Reconfigured:

Replace three rail white vinyl fencing 230 LF @ \$29.50 LF = \$6,785.00

Replace chain link fence 360 LF @ \$30.00/LF = \$10,650.00

Relocate automatic gate opener and chain link gate 1 unit @ \$2,000.00

Replace three-rail wood cross fence 5 LF @ \$22.50 = \$113.00

Replace 6-strand b/w with pasture fencing on metal T posts 25 LF @ \$9.00 = \$225.00

Relocate chain link gate 1 @ \$850.00

Relocate flag post @ \$650.00

Relocate mail box @ \$250.00

Relocate kennel sign @ \$250.00

Total Cost to Cure Damages \$22,763.00

Temporary Construction Easement 7708 SF @ \$3.00 x 10% = \$ 2,312.00

Total Just Compensation Amount (Rounded) = \$68,380.00

A copy of the signed acceptance of the City's offer is attached, as is the General Warranty Deed and Temporary Construction Easement. Payment of the compensation amount is on September 2, 2025, City Council Claims List.

**Cost:** \$68,380.00  
**Funding Source:** 2018 GO Bond  
**Requested By:** Charlie Bright, P.E., Director of Engineering and Construction  
**Approved By:** City Manager's Office  
**Attachments:** Resolution No. 1698  
General Warranty Deed  
Temporary Construction Easement  
Acceptance Letter  
Conditions for Payment  
Affidavit

**Recommendation:**

Approve and authorize execution of Resolution No. 1698



August 18, 2025

Jose I Godinez & Tracy Layne Godinez  
 9302 S Lynn Lane Rd  
 Broken Arrow, OK 74012

**RE: 9TH STREET-NEW ORLEANS STREET TO WASHINGTON STREET  
 ROADWAY IMPROVEMENTS, PROJECT NO. ST23280, PARCEL NO. 25.0, 25.A.**

**PROPERTY ADDRESS: 9302 S LYNN LANE ROAD, BROKEN ARROW, OK 74011**

Mr. and Mrs. Godinez:

The City of Broken Arrow has completed the design phase and is beginning the easement acquisition phase on the above named project. With a fair market value for the portion to be acquired now complete, the City is able to place a fair market value on the acquisitions and make an offer to you. The following offer is made by the City subject to City Council approval:

Fee simple, Permanent Right of Way: 10,001.00 SQUARE FEET (SF) @ \$3.00 SF = \$30,003.00  
 Improvements:

Acquire three rail cross fence 20 LF @ \$22.00 LF = \$450.00	
Acquire chain link cross fence 45 LF @ \$30.00 LF = \$1,200.00	
Acquire 6-strand b/w on w/pasture fencing on metal T Posts 20 LF @ \$9.00 LF = 180.00	
Acquire gravel drive 475 SF @ \$2.00 SF = \$950.00	
Acquire asphalt drive 470 SF @ \$4.50 SF = \$2,115.00	
Acquire landscape bush 1 @ \$500.00	
Total Improvements Taken	\$ 5,545.00

Proximity Damages @ \$ 7,752.00	
Total Permanent Damages	\$ 7,752.00

Cost to Cure Damages: Items to be Replaced/Relocated/Reconfigured:	
Replace three rail white vinyl fencing 230 LF @ \$29.50 LF = \$6,785.00	
Replace chain link fence 360 LF @ \$30.00/LF = \$10,650.00	
Relocate automatic gate opener and chain link gate 1 unit @ \$2,000.00	
Replace three-rail wood cross fence 5 LF @ \$22.50 = \$113.00	
Replace 6-strand b/w with pasture fencing on metal T posts 25 LF @ \$9.00 = \$225.00	
Relocate chain link gate 1 @ \$850.00	
Relocate flag post @ \$650.00	
Relocate mail box @ \$250.00	
Relocate kennel sign @ \$250.00	
Total Cost to Cure Damages	\$22,763.00

Temporary Construction Easement 7708 SF @ \$3.00 x 10% =	\$ 2,312.00
--	-------------

Total Just Compensation Amount (Rounded) =	\$68,380.00
--	-------------



By your signature on this letter, you have accepted the City's offer of \$68,380.00. Please return this document in the self-addressed-stamped envelope for further processing. Please contact Karen Pax if you have any questions about this offer. Her direct number is 918-576-4506, or 918-259-7000 ext. 5435. Please respond within ten (10) days of receipt of this letter.

Respectfully,

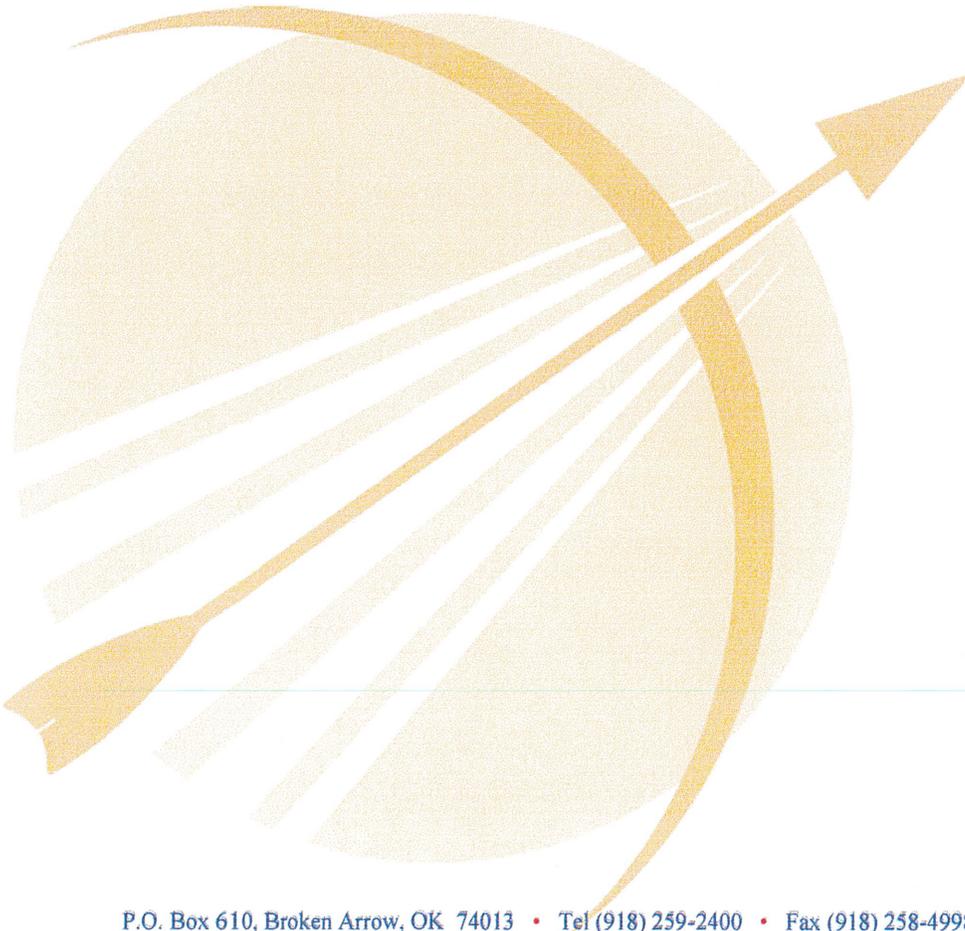
**CITY OF BROKEN ARROW**

Michael L. Spurgeon  
City Manager

MLS/klp  
enc

Jose L. Godinez

Tracy Layne Godinez





By your signature on this letter, you have accepted the City's offer of \$68,380.00. Please return this document in the self-addressed-stamped envelope for further processing. Please contact Karen Pax if you have any questions about this offer. Her direct number is 918-576-4506, or 918-259-7000 ext. 5435. Please respond within ten (10) days of receipt of this letter.

Respectfully,

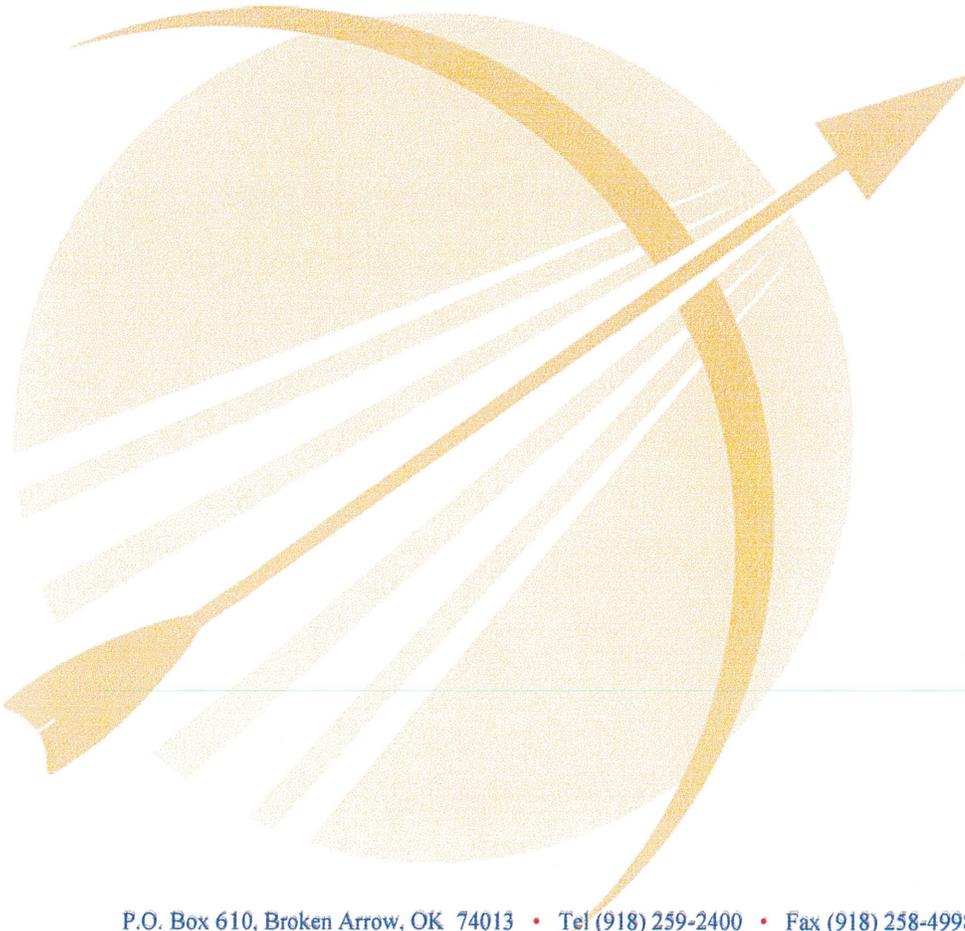
**CITY OF BROKEN ARROW**

Michael L. Spurgeon  
City Manager

MLS/klp  
enc

Jose L. Godinez

Tracy Layne Godinez



**AFFIDAVIT**

STATE OF OKLAHOMA    )  
                                  ) §  
COUNTY OF TULSA     )

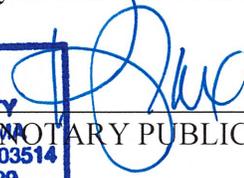
The undersigned, of lawful age, being first duly sworn, on oath says that this invoice of claim is true and correct. Affiant further states that the conditions for payment as shown by this invoice or claim have been completed or supplied, or will be upon approval of the city council, in accordance with the offer, contracts or agreements furnished the affidavit. Affiant further states that he/she has made no payment directly or indirectly to any elected official, officer or employee of the state of Oklahoma, any county or local subdivision of the state, of money or any other thing of value to obtain payment.

By: \_\_\_\_\_ 

By: Tracy Jayne Godinez

20th BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this day of August, 2025, personally appeared Jose and Tracy Godinez, to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last written above.

 \_\_\_\_\_  NOTARY PUBLIC



By your signature on this letter, you have accepted the City's offer of \$68,380.00. Please return this document in the self-addressed-stamped envelope for further processing. Please contact Karen Pax if you have any questions about this offer. Her direct number is 918-576-4506, or 918-259-7000 ext. 5435. Please respond within ten (10) days of receipt of this letter.

Respectfully,

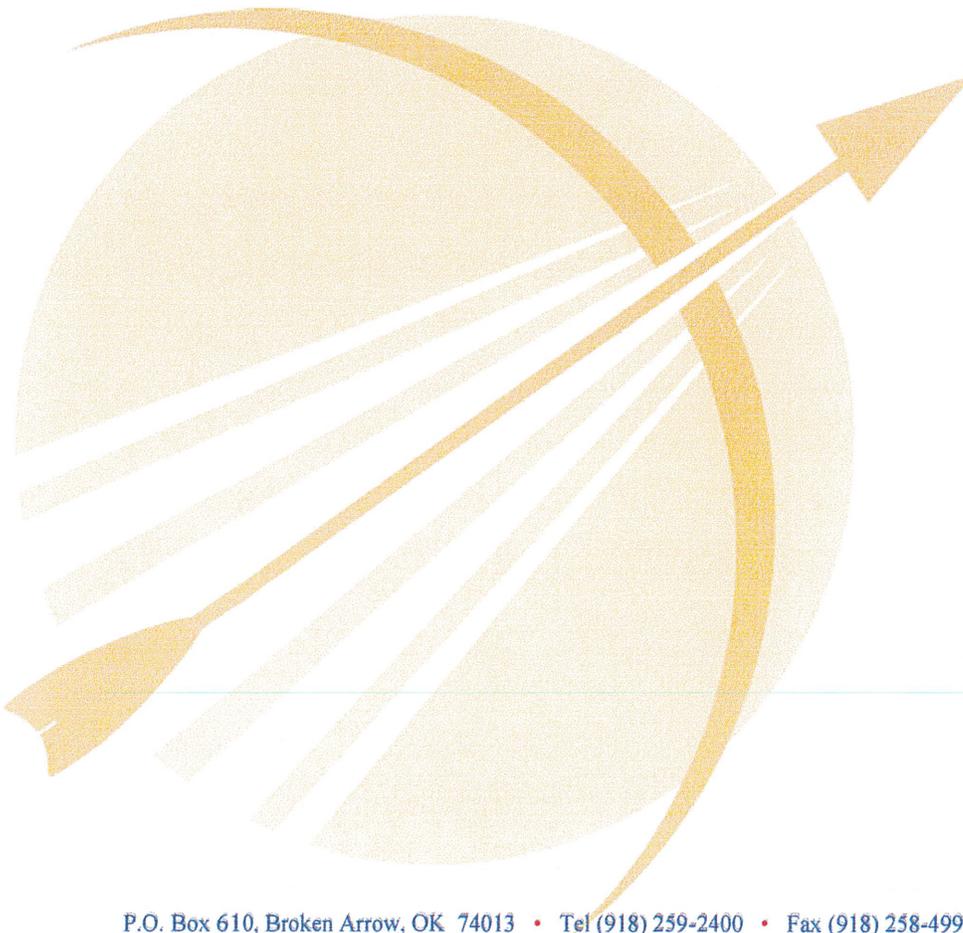
**CITY OF BROKEN ARROW**

Michael L. Spurgeon  
City Manager

MLS/klp  
enc

Jose L. Godinez

Tracy Layne Godinez



# CONDITIONS AND REQUEST FOR PAYMENT

**Conditions:** (List physical conditions required for acceptance):

Fee Simple

**Terms for Payment:**

Owner's request for payment in the amount of: \$68,380.00

**Owner's Mailing Address:**

**Owner Requests Check:**

- Mailed to above address by Certified Mail
- Mailed to above address
- Call me and I will pick it up
- Delivered by Agent

**Check Payable to:**

Jose I. and/or Tracy L. Godinez

**Signature/Date:**

**Owner/s:**



**Date:**

8/20/2025

**Agent:**

Karen L. Pax



**Date:**

8/20/25

**Project:**

ST23280 9th St: New Orleans-Washington Parcel 25

**GENERAL WARRANTY DEED**

THIS INDENTURE is made this 20 day of AUGUST, 2025, between JOSE I AND TRACY LAYNE GODINEZ, husband and wife, party of the first part, and CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation, party of the second part.

WITNESSETH, That in consideration of the sum of Ten and No/100 Dollars (\$10.00), the receipt of which is hereby acknowledged, said party of the first part does by these presents, grant, bargain, sell and convey unto said party of the second part, its successors and assigns, all of their right, title and interest in and to the all of the following described real estate and premises, and including all right, title and interest in and to the airspace, light, view above the surface, including any previously dedicated roadway of the following described real estate situated in the County of TULSA, State of Oklahoma, to-wit:

**SEE EXHIBIT "A"**

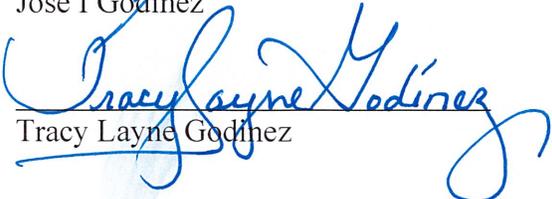
**EXEMPT FROM DOCUMENTARY STAMPS PURSUANT TO 68 O.S. 3202 (11).**

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining forever.

And said party of the first part, its successors and assigns, does hereby covenant, promise and agree to and with said party of the second part at the delivery of these presents it is lawfully seized in its own right of an absolute and indefeasible estate of inheritance in fee simple, of and in, all and singular the above granted and described premises, with the appurtenances; that the same are free, clear, and discharged of and from all former grants, charges, judgments, taxes, assessments, mortgages and other liens and encumbrances of whatsoever nature, EXCEPT, taxes and assessments not yet due, restrictions, covenants and easements of record, and that party of the first part will WARRANT AND FOREVER DEFEND the same unto the said party of the second part, successors and assigns, against said party of the first part, its successors and assigns, and all and every person or persons whomsoever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF, the said party of the first part hereto has caused these presents to be signed in its name the day and year first above written.

Return to:  
City of Broken Arrow  
City Clerk  
PO Box 610  
Broken Arrow, OK 74013

  
\_\_\_\_\_  
Jose I Godinez  
  
\_\_\_\_\_  
Tracy Layne Godinez

STATE OF OKLAHOMA )  
 ) §  
COUNTY OF TULSA )

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 20 day of AUGUST 2025, personally appeared Jose I and Tracy Godinez, to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last written above.

 *Karen L. Pax*  
NOTARY PUBLIC

Approved as to Form:  
CITY of Broken Arrow, Oklahoma,  
A municipal corporation

*[Signature]*  
Assistant City Attorney

Approved as to Substance:  
CITY of Broken Arrow, Oklahoma,  
A municipal corporation

Michael L. Spurgeon, City Manager

Attest:  
  
City Clerk

Engineer: ELP Date: 8/22/25  
Project: ST23280, 9<sup>th</sup> St: New Orleans-Washington, Parcel 25

**PARCEL 25.0**  
**RIGHT-OF-WAY**  
**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

A portion the Northeast Quarter of Section 23, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma, being more particularly described as follows.

Commencing at the Northeast corner of said Northeast Quarter; thence a distance of 924.96 feet, on a bearing of S01°14'36"E, along the East line of said Northeast Quarter, said line being the basis of bearing; thence a distance of 24.75 feet, to a point on the Westerly Statutory Right-of-Way line, on a bearing of S88°37'01"W, along the North line of the Parent Parcel, said point also being the Point of Beginning; thence, S01°14'36"E, parallel to said East line, for a distance of 396.05 feet to a point on the South line of said Parent Parcel; thence, S88°37'33"W, along said South line, for a distance of 25.25 feet; thence, N01°14'36"W, parallel to said East line, for a distance of 396.04 feet to a point on said North line; thence N88°37'01"E, along said North line, a distance of 25.25 feet to the Point of Beginning.

Said parcel of land containing 10,001 square feet, or 0.23 acres more or less, and subject to all easements and Rights-of-Way of record.

The afore written description was prepared by Daniel A. McPeek, P.L.S. 2029, on February 26th, 2025.

**SURVEYOR'S CERTIFICATE**

I, Daniel A. McPeek, P.L.S. 2029, Bancroft Design, Inc., Certify that the attached legal description closes in accord with existing records, is a true representation of the real representation of the real property described, and meets the minimum technical standards for land surveying of the state of Oklahoma.

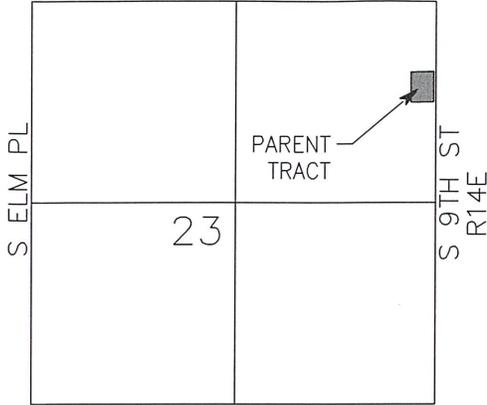
Witness my hand and seal this 26th day of February 2025.

---

Daniel A. McPeek,  
P.L.S. #2029  
C.A. NO.: 9205 Expires: 6/30/2026.



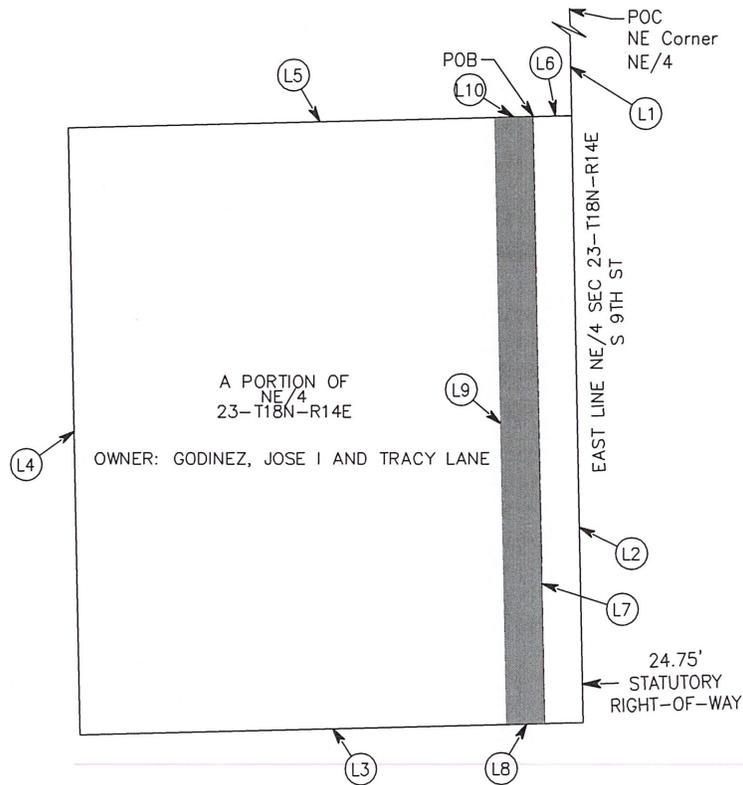
T18N  
E WASHINGTON ST



Parcel No.: 25.0 Right of Way  
City Project No: ST23280

Tract Area	130.772	S.F.	3.00	Acres
Existing R/W	0	S.F.	0.00	Acres
Proposed R/W	10.001	S.F.	0.23	Acres
Rem in Tract	120.771	S.F.	2.77	Acres
Drainage Easement	0	S.F.	0.00	Acres
Utility Easement	0	S.F.	0.00	Acres
Temp Construction Easement	0	S.F.	0.00	Acres

LINE TABLE			LINE TABLE		
#	BEARING	DISTANCE	#	BEARING	DISTANCE
L1	S01°14'36"E	924.96'	L6	S88°37'01"W	24.75'
L2	S01°14'36"E	396.05'	L7	S01°14'36"E	396.05'
L3	S88°37'33"W	330.25'	L8	S88°37'33"W	25.25'
L4	N01°13'57"W	396.00'	L9	N01°14'36"W	396.04'
L5	N88°37'01"E	330.17'	L10	N88°37'01"E	25.25'



NOTES:

1. THE BEARING BASE FOR THE EXHIBIT IS BASED ON THE EAST LINE OF THE NE/4 OF SECTION 23, TOWNSHIP 18 NORTH, RANGE 14 EAST AS S01°14'36"E.
2. SEE PARCEL 25.0 EXHIBIT "A" PAGE 1 FOR LEGAL DESCRIPTION AND SURVEYOR'S CERTIFICATE.
3. THIS EXHIBIT IS A SKETCH DESCRIPTIVE ONLY OF SIZE, SHAPE AND LOCATION OF THE PROPOSED RIGHT-OF-WAY EASEMENT AND DOES NOT CONSTITUTE A PLAT OF SURVEY OF THE GRANTOR'S PROPERTY.



**Bancroft Design**

923 SOUTH LOWRY STREET  
POST OFFICE BOX 436  
STILL WATER, OKLAHOMA 74076

PHONE: (405) 743-3355  
CA #9205 EXP: 6/30/2026

**RESOLUTION NO. 1698**

**A RESOLUTION AUTHORIZING ACCEPTANCE OF A GENERAL WARRANTY DEED FOR PARCEL 25.0 AND 25.A, CONSISTING OF 10,001 SQUARE FEET OF PERMANENT RIGHT-OF-WAY AND 7708 SQUARE FEET OF TEMPORARY CONSTRUCTION EASEMENT LOCATED AT 9302 SOUTH LYNN LANE ROAD IN BROKEN ARROW, OKLAHOMA, IN THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 18 NORTH, RANGE 14 EAST, TULSA COUNTY, OKLAHOMA, FROM JOSE I AND TRACY LAYNE GODINEZ, THE OWNERS, AND AUTHORIZATION OF \$68,380.00 PAYMENT FOR THE 9TH STREET WIDENING FROM NEW ORLEANS STREET TO WASHINGTON STREET, PARCEL 25.0 (PROJECT NO. ST23280)**

**WHEREAS**, the right-of-way acquisition for the 9th Street widening from New Orleans Street to Washington Street has been approved as General Obligation Bond 2018; and

**WHEREAS**, the City of Broken Arrow's right-of-way agent has negotiated a payment of \$68,380.00 to Jose and Tracy Godinez, the owners of Parcel 25.0 and 25.A consisting of 10,001 square feet of permanent Right-of-Way and 7708 square feet of Temporary Construction Easement located at 9103 South Lynn Lane Road, Broken Arrow, Oklahoma; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA, THAT:**

1. The City of Broken Arrow accepts the General Warranty Deed for Parcel 25.0 and 25.A a Temporary Construction Easement from Jose and Tracy Godinez and authorizes payment of \$68,380.00.

This Resolution is approved in open meeting by the City Council of the City of Broken Arrow on this 2<sup>nd</sup> day of September 2025.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
(seal) CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
ASSISTANT CITY ATTORNEY

**TEMPORARY CONSTRUCTION EASEMENT**

KNOW ALL MEN BY THESE PRESENTS:

That all undersigned, between JOSE I AND TRACY LAYNE GODINEZ, the Owner(s), of the legal and equitable title to the following described real estate situated in Tulsa County, State of Oklahoma, for and in consideration of the sum of One Dollar (\$1.00), cash in hand, paid by the City of Broken Arrow, an municipal corporation, Oklahoma, and other good and valuable considerations, receipt of which are hereby acknowledged, do(es) hereby grant and convey unto the said **CITY OF BROKEN ARROW**, a municipal corporation, County of Tulsa, State of Oklahoma, a temporary easement, through, over, and under, and across the following described property, situated in said County, to-wit:

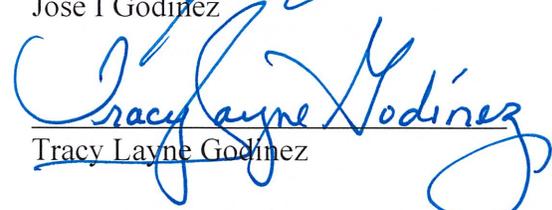
**SEE EXHIBIT "A"**

for a period of not more than 12 MONTHS FROM THE START OF CONSTRUCTION. This grant of temporary right to use and occupy is given for the purpose of permitting the City of Broken Arrow, its employees, representatives, agents, and/or persons under contract with it, to use said described property for construction of the roadway improvements.

That the Owner(s) agree that this temporary construction easement shall be binding upon their heirs, executors, administrators and personal representatives during the term hereof and further agree that in the event the premises covered by this temporary construction easement are sold, assigned or conveyed, that the purchaser or grantee thereof will be advised of the existence of this temporary grant and that said sale during said term shall be made subject to the rights herein given.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this 20 day of AUGUST 2025.

  
\_\_\_\_\_  
Jose I Godinez

  
\_\_\_\_\_  
Tracy Layne Godinez

STATE OF OKLAHOMA )  
 ) §  
COUNTY OF TULSA )

30 BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this day of AUGUST, 2025, personally appeared JOSE I AND TRACY LAYNE GODINEZ to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last written above.



Approved as to Form:  
CITY of Broken Arrow, Oklahoma,  
A municipal corporation

Assistant City Attorney

Approved as to Substance:  
CITY of Broken Arrow, Oklahoma,  
A municipal corporation

Michael L. Spurgeon, City Manager

Attest:

City Clerk

Engineer: ELR Date: 8/22/25  
Project: ST23280, 9th St: New Orleans-Washington, Parcel 25

**PARCEL 25.A**  
**TEMPORARY CONSTRUCTION EASEMENT**  
**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

A portion the Northeast Quarter of Section 23, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma, being more particularly described as follows.

Commencing at the Northeast corner of said Northeast Quarter; thence a distance of 924.96 feet, on a bearing of S01°14'36"E, along the East line of said Northeast Quarter, said line being the basis of bearing; thence a distance of 50.00 feet, on a bearing of S88°37'01"W, along the North line of the Parent Parcel, said point also being the Point of Beginning; thence, S01°14'36"E, parallel to said East line, for a distance of 396.04 feet to a point on the South line of said Parent Parcel; thence, S88°37'33"W, along said South line, for a distance of 24.75 feet; thence, N01°14'36"W, parallel to said East line, for a distance of 290.00 feet; thence, N88°45'24"E, perpendicular to said East line, for a distance of 19.75 feet; thence, N01°14'36"W, parallel to said East line, for a distance of 106.09 feet to a point on said North line; thence N88°37'01"E, along said North line, a distance of 5.00 feet to the Point of Beginning.

Said parcel of land containing 7,708 square feet, or 0.18 acres more or less, and subject to all easements and Rights-of-Way of record.

The afore written description was prepared by Daniel A. McPeek, P.L.S. 2029, on March 5th, 2025.

**SURVEYOR'S CERTIFICATE**

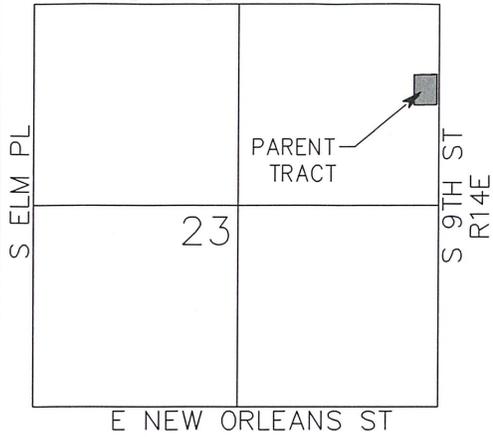
I, Daniel A. McPeek, P.L.S. 2029, Bancroft Design, Inc., Certify that the attached legal description closes in accord with existing records, is a true representation of the real representation of the real property described, and meets the minimum technical standards for land surveying of the state of Oklahoma.

Witness my hand and seal this 5th day of March 2025.

\_\_\_\_\_  
Daniel A. McPeek,  
P.L.S. #2029  
C.A. NO.: 9205 Expires: 6/30/2026.



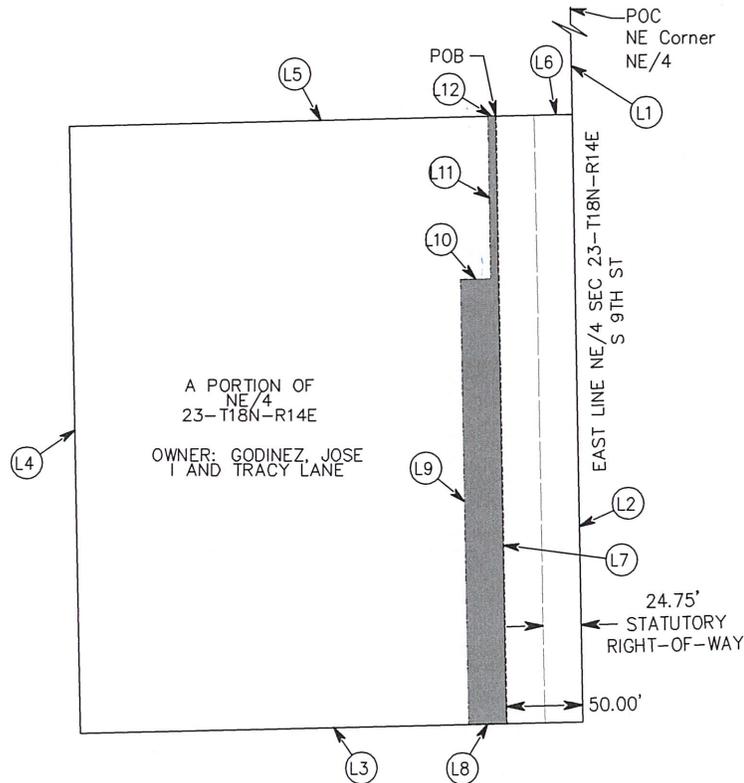
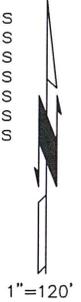
T18N  
E WASHINGTON ST



Parcel No.: 25.A Temporary Construction Easement  
City Project No: ST23280

Tract Area	130.772	S.F.	3.00	Acres
Existing R/W	0	S.F.	0.00	Acres
Proposed R/W	10.001	S.F.	0.23	Acres
Rem in Tract	120.771	S.F.	2.77	Acres
Drainage Easement	0	S.F.	0.00	Acres
Utility Easement	0	S.F.	0.00	Acres
Temp Construction Easement	7.708	S.F.	0.18	Acres

LINE TABLE			LINE TABLE		
#	BEARING	DISTANCE	#	BEARING	DISTANCE
L1	S01°14'36"E	924.96'	L7	S01°14'36"E	396.04'
L2	S01°14'36"E	396.05'	L8	S88°37'33"W	24.75'
L3	S88°37'33"W	330.25'	L9	N01°14'36"W	290.00'
L4	N01°13'57"W	396.00'	L10	N88°45'24"E	19.75'
L5	N88°37'01"E	330.17'	L11	N01°14'36"W	106.09'
L6	S88°37'01"W	50.00'	L12	N88°37'01"E	5.00'



NOTES:

1. THE BEARING BASE FOR THE EXHIBIT IS BASED ON THE EAST LINE OF THE NE/4 OF SECTION 23, TOWNSHIP 18 NORTH, RANGE 14 EAST AS S01°14'36"E.
2. SEE PARCEL 25.A EXHIBIT "A" PAGE 1 FOR LEGAL DESCRIPTION AND SURVEYOR'S CERTIFICATE.
3. THIS EXHIBIT IS A SKETCH DESCRIPTIVE ONLY OF SIZE, SHAPE AND LOCATION OF THE PROPOSED RIGHT-OF-WAY EASEMENT AND DOES NOT CONSTITUTE A PLAT OF SURVEY OF THE GRANTOR'S PROPERTY.



**Bancroft Design**

923 SOUTH LOWRY STREET  
POST OFFICE BOX 436  
STILLWATER, OKLAHOMA 74076

PHONE: (405) 743-3355  
CA #9205 EXP: 6/30/2026



# City of Broken Arrow

## Request for Action

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**File #: 25-1231, Version: 1**

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**Broken Arrow City Council  
Meeting of: 09-02-2025**

**Title:**

Approval of and authorization to execute Resolution No. 1699, a Resolution authorizing acceptance of a General Warranty Deed for Parcel 31.0 and 31.A, consisting of 4476 square feet of permanent Right-of-Way and 887 square feet of Temporary Construction Easement located at 2212 South 9th Street in Broken Arrow, Oklahoma, in the Northeast Quarter of Section 23, Township 18 North, Range 14 East, Tulsa County, Oklahoma, from Paul Tucker, the owner, and authorization of \$40,500.00 payment for the 9th Street widening from New Orleans Street to Washington Street, Parcel 31.0, 31.A (Project No. ST23280)

**Background:**

Fee simple, Permanent Right of Way: 4,476 SQUARE FEET (SF) @ \$3.85 SF = \$17,233.00  
Acquire concrete paving: 415 SF @ \$8.00 = \$3,320.00  
Acquire landscaped trees: 3 trees @ \$500.00 = \$1,500.00  
Acquire mailbox post: 1 @ \$100.00 = \$100.00  
Proximity Damages: \$13,008.00  
Temporary Construction Easement: 887 SF @ \$3.85 SF x 10% = \$341.00  
Settlement Costs: \$5,000.00  
Total Just Compensation Amount (Rounded) = \$40,500.

A copy of the signed acceptance of the City's offer is attached, as is the General Warranty Deed and Temporary Construction Easement. Payment of the compensation amount is on September 2, 2025, City Council Claims List.

**Cost:** \$40,500.00

**Funding Source:** 2018 GO Bond

**Requested By:** Charlie Bright, P.E., Director of Engineering and Construction

**Approved By:** City Manager's Office

**Attachments:** Resolution No. 1699  
General Warranty Deed  
Temporary Construction Easement  
Acceptance Letter  
Conditions for Payment  
Affidavit

**Recommendation:**

Approve and authorize execution of Resolution No. 1699



August 18, 2025

PAUL TUCKER  
2212 S 9TH ST  
BROKEN ARROW, OK 74012

**RE: 9TH STREET-NEW ORLEANS STREET TO WASHINGTON STREET  
ROADWAY IMPROVEMENTS, PROJECT NO. ST23280, PARCEL NO. 31.0, 31.A.**

**PROPERTY ADDRESS: 2212 S 9<sup>TH</sup> STREET, BROKEN ARROW, OK 74012**

Paul,

The City of Broken Arrow has completed the design phase and is beginning the easement acquisition phase on the above-named project. With a fair market value for the portion to be acquired now complete, the City is able to place a fair market value on the acquisitions and make an offer to you. The following offer is made by the City subject to City Council approval:

Fee simple, Permanent Right of Way: 4,476 SQUARE FEET (SF) @ \$3.85 SF = \$17,233.00  
Acquire concrete paving: 415 SF @ \$8.00 = \$3,320.00  
Acquire landscaped trees: 3 trees @ \$500.00 = \$1,500.00  
Acquire mailbox post: 1 @ \$100.00 = \$100.00  
Proximity Damages: \$13,008.00  
Temporary Construction Easement: 887 SF @ \$3.85 SF x 10% = \$341.00  
Settlement Costs: \$5,000.00  
Total Just Compensation Amount (Rounded) = \$40,500.00

By your signature on this letter, you have accepted the City's offer of \$40,500.00. Please return this document in the self-addressed-stamped envelope for further processing. Please contact Karen Pax if you have any questions about this offer. Her direct number is 918-576-4506, or 918-259-7000 ext. 5435. Please respond within ten (10) days of receipt of this letter.

Respectfully,  
**CITY OF BROKEN ARROW**

  
Michael L. Spurgeon  
City Manager

  
Paul Tucker

klp  
enc

**AFFIDAVIT**

STATE OF OKLAHOMA    )  
                                  ) §  
COUNTY OF TULSA     )

The undersigned, of lawful age, being first duly sworn, on oath says that this invoice of claim is true and correct. Affiant further states that the conditions for payment as shown by this invoice or claim have been completed or supplied, or will be upon approval of the city council, in accordance with the offer, contracts or agreements furnished the affidavit. Affiant further states that he/she has made no payment directly or indirectly to any elected official, officer or employee of the state of Oklahoma, any county or local subdivision of the state, of money or any other thing of value to obtain payment.

By: Paul Tucker

20 BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this August day of August, 2025, personally appeared PAUL TUCKER, to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last written above.



[Signature]  
\_\_\_\_\_  
NOTARY PUBLIC

# CONDITIONS AND REQUEST FOR PAYMENT

**Conditions:** (List physical conditions required for acceptance):

Fee Simple \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Terms for Payment:**

Owner's request for payment in the amount of: \$40,500.00

Owner's Mailing Address: CSU \_\_\_\_\_

Owner Requests Check:

- Mailed to above address
- Mailed to above address by Certified Mail
- Call me and I will pick it up
- Delivered by Agent

Check Payable to: Paul Tucker \_\_\_\_\_

**Signature/Date:**

Owner/s: Paul Tucker \_\_\_\_\_ Date: 8-20-25 \_\_\_\_\_  
\_\_\_\_\_

Agent: [Signature] \_\_\_\_\_ Date: 8/20/25 \_\_\_\_\_

Project: ST23280 9<sup>th</sup> St: New Orleans-Washington Parcel 31 \_\_\_\_\_

**GENERAL WARRANTY DEED**

THIS INDENTURE is made this 20th day of August, 2025, between **PAUL TUCKER** a single person, party of the first part, and **CITY OF BROKEN ARROW, OKLAHOMA**, a municipal corporation, party of the second part.

WITNESSETH, That in consideration of the sum of Ten and No/100 Dollars (\$10.00), the receipt of which is hereby acknowledged, said party of the first part does by these presents, grant, bargain, sell and convey unto said party of the second part, its successors and assigns, all of their right, title and interest in and to the all of the following described real estate and premises, and including all right, title and interest in and to the airspace, light, view above the surface, including any previously dedicated roadway of the following described real estate situated in the County of **TULSA**, State of Oklahoma, to-wit:

**SEE EXHIBIT "A"**

**EXEMPT FROM DOCUMENTARY STAMPS PURSUANT TO 68 O.S. 3202 (11).**

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining forever.

And said party of the first part, its successors and assigns, does hereby covenant, promise and agree to and with said party of the second part at the delivery of these presents it is lawfully seized in its own right of an absolute and indefeasible estate of inheritance in fee simple, of and in, all and singular the above granted and described premises, with the appurtenances; that the same are free, clear, and discharged of and from all former grants, charges, judgments, taxes, assessments, mortgages and other liens and encumbrances of whatsoever nature, EXCEPT, taxes and assessments not yet due, restrictions, covenants and easements of record, and that party of the first part will WARRANT AND FOREVER DEFEND the same unto the said party of the second part, successors and assigns, against said party of the first part, its successors and assigns, and all and every person or persons whomsoever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF, the said party of the first part hereto has caused these presents to be signed in its name the day and year first above written.

  
\_\_\_\_\_  
Paul Tucker

Return to:  
City of Broken Arrow  
City Clerk  
PO Box 610  
Broken Arrow, OK 74013

STATE OF OKLAHOMA )  
 ) §  
COUNTY OF Suba )

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 20th day of August 2025, personally appeared PAUL TUCKER, to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last written above.



Approved as to Form:  
CITY of Broken Arrow, Oklahoma,  
A municipal corporation

Assistant City Attorney

Approved as to Substance:  
CITY of Broken Arrow, Oklahoma,  
A municipal corporation

Michael L. Spurgeon, City Manager

Attest:

City Clerk

Engineer: ELR Date: 8/22/25  
Project: ST23280, 9<sup>th</sup> St: New Orleans-Washington, Parcel 31

**PARCEL 31.0**  
**RIGHT-OF-WAY**  
**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

A portion of the Northeast Quarter of Section 23, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma, being more particularly described as follows:

Commencing at the Northeast corner of said Northeast Quarter; thence a distance of 374.34 feet, on a bearing of S01°14'36"E, along the East line of said Northeast Quarter, said line being the basis of bearing; thence a distance of 24.75 feet, on a bearing of S88°37'00"W to a point on the Westerly Present Statutory Right-of-Way line for S 9<sup>th</sup> Street, same being a point on a line being 24.75 feet West of and parallel with the East line of said Northeast Quarter and the North line of the parent tract, same being the Point of Beginning; thence S01°14'36"E, along said Right-of-Way, a distance of 177.24 feet to a point on the South line of said parent tract; thence S88°37'00"W, along said South line, a distance of 25.25 feet to a point on a line being 50.00 feet West of and parallel with the East line of said Northeast Quarter; thence N01°14'36"W, along said parallel line, a distance of 177.24 feet to a point on the North line of said parent tract; thence N88°37'00"E, along said North line, a distance of 25.25 feet to the Point of Beginning.

Said parcel of land containing 4,476 square feet, or 0.10 acres more or less, and subject to all easements and Rights-of-Way of record.

The afore written description was prepared by Daniel A. McPeek, P.L.S. 2029, on March 5th, 2025.

**SURVEYOR'S CERTIFICATE**

I, Daniel A. McPeek, P.L.S. 2029, Bancroft Design, Inc., Certify that the attached legal description closes in accord with existing records, is a true representation of the real representation of the real property described, and meets the minimum technical standards for land surveying of the state of Oklahoma.

Witness my hand and seal this 5th day of March 2025.

\_\_\_\_\_  
Daniel A. McPeek,  
P.L.S. #2029  
C.A. NO.: 9205 Expires: 6/30/2026.



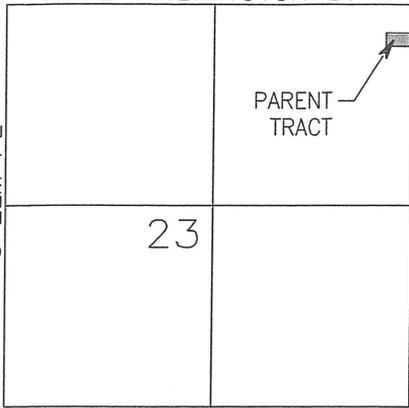
T18N  
E WASHINGTON ST

Parcel No.: 31.0 Right of Way  
City Project No: ST23280

Tract Area	62,050	S.F.	1.33	Acres
Existing R/W	4,387	S.F.	0.10	Acres
Proposed R/W	4,476	S.F.	0.10	Acres
Rem in Tract	53,187	S.F.	1.23	Acres
Drainage Easement	0	S.F.	0.00	Acres
Utility Easement	0	S.F.	0.00	Acres
Temp Construction Easement	0	S.F.	0.00	Acres

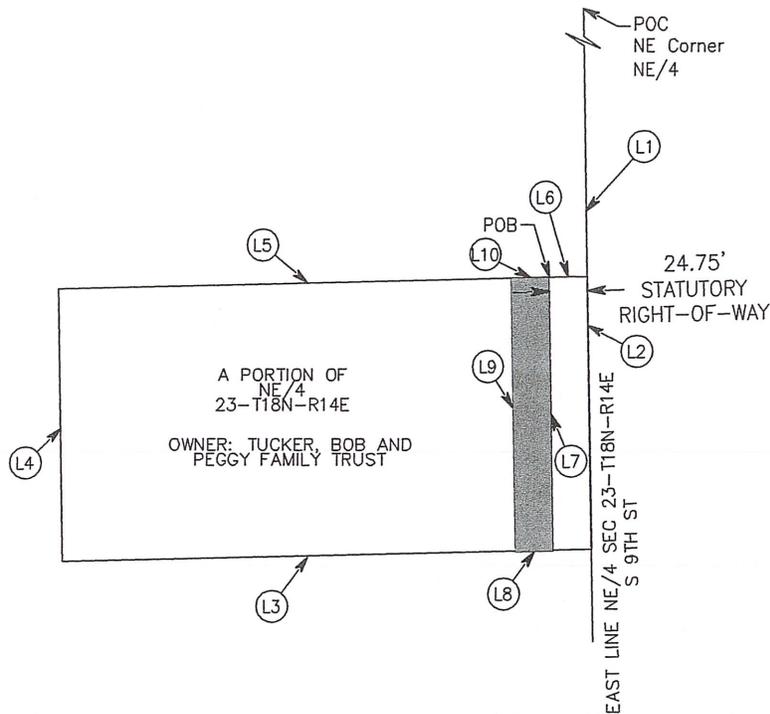


S ELM PL



E NEW ORLEANS ST

LINE TABLE			LINE TABLE		
#	BEARING	DISTANCE	#	BEARING	DISTANCE
L1	S01°14'36"E	374.34'	L6	S88°37'00"W	24.75'
L2	S01°14'36"E	177.24'	L7	S01°14'36"E	177.24'
L3	S88°37'00"W	350.10'	L8	S88°37'00"W	25.25'
L4	N01°13'57"W	177.24'	L9	N01°14'36"W	177.24'
L5	N88°37'00"E	350.07'	L10	N88°37'00"E	25.25'



NOTES:

1. THE BEARING BASE FOR THE EXHIBIT IS BASED ON THE EAST LINE OF THE NE/4 OF SECTION 23, TOWNSHIP 18 NORTH, RANGE 14 EAST AS S01°14'36"E.
2. SEE PARCEL 31.0 EXHIBIT "A" PAGE 1 FOR LEGAL DESCRIPTION AND SURVEYOR'S CERTIFICATE.
3. THIS EXHIBIT IS A SKETCH DESCRIPTIVE ONLY OF SIZE, SHAPE AND LOCATION OF THE PROPOSED RIGHT-OF-WAY EASEMENT AND DOES NOT CONSTITUTE A PLAT OF SURVEY OF THE GRANTOR'S PROPERTY.



**Bancroft Design**

923 SOUTH LOWRY STREET  
POST OFFICE BOX 436  
STILLWATER, OKLAHOMA 74076

PHONE: (405) 743-3355  
CA #9205 EXP: 6/30/2026

**RESOLUTION NO. 1699**

**A RESOLUTION AUTHORIZING ACCEPTANCE OF A GENERAL WARRANTY DEED FOR PARCEL 31.0 AND 31.A, CONSISTING OF 4476 SQUARE FEET OF PERMANENT RIGHT-OF-WAY AND 887 SQUARE FEET OF TEMPORARY CONSTRUCTION EASEMENT LOCATED AT 2212 SOUTH 9TH STREET IN BROKEN ARROW, OKLAHOMA, IN THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 18 NORTH, RANGE 14 EAST, TULSA COUNTY, OKLAHOMA, FROM PAUL TUCKER, THE OWNER, AND AUTHORIZATION OF \$40,500.00 PAYMENT FOR THE 9TH STREET WIDENING FROM NEW ORLEANS STREET TO WASHINGTON STREET, PARCEL 31.0, 31.A (PROJECT NO. ST23280)**

**WHEREAS**, the right-of-way acquisition for the 9th Street widening from New Orleans Street to Washington Street has been approved as General Obligation Bond 2018; and

**WHEREAS**, the City of Broken Arrow’s right-of-way agent has negotiated a payment of \$40,500.00 to Paul Tucker, the owner of Parcel 31.0 and 31.A consisting of 4476 square feet of permanent Right-of-Way and 887 square feet of Temporary Construction Easement located at 2212 South 9<sup>th</sup> Street, Broken Arrow, Oklahoma; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA, THAT:**

1. The City of Broken Arrow accepts the General Warranty Deed for Parcel 31.0 and 31.A a Temporary Construction Easement from Paul Tucker and authorizes payment of \$40,500.00.

This Resolution is approved in open meeting by the City Council of the City of Broken Arrow on this 2<sup>nd</sup> day of September 2025.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
(seal) CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
ASSISTANT CITY ATTORNEY

**TEMPORARY CONSTRUCTION EASEMENT**

KNOW ALL MEN BY THESE PRESENTS:

That all undersigned, between **PAUL TUCKER**, a single person, the Owner(s), of the legal and equitable title to the following described real estate situated in Tulsa County, State of Oklahoma, for and in consideration of the sum of One Dollar (\$1.00), cash in hand, paid by the City of Broken Arrow, an municipal corporation, Oklahoma, and other good and valuable considerations, receipt of which are hereby acknowledged, do(es) hereby grant and convey unto the said **CITY OF BROKEN ARROW**, a municipal corporation, County of Tulsa, State of Oklahoma, a temporary easement, through, over, and under, and across the following described property, situated in said County, to-wit:

**SEE EXHIBIT "A"**

for a period of not more than 12 MONTHS FROM THE START OF CONSTRUCTION. This grant of temporary right to use and occupy is given for the purpose of permitting the City of Broken Arrow, its employees, representatives, agents, and/or persons under contract with it, to use said described property for construction of the roadway improvements.

That the Owner(s) agree that this temporary construction easement shall be binding upon their heirs, executors, administrators and personal representatives during the term hereof and further agree that in the event the premises covered by this temporary construction easement are sold, assigned or conveyed, that the purchaser or grantee thereof will be advised of the existence of this temporary grant and that said sale during said term shall be made subject to the rights herein given.

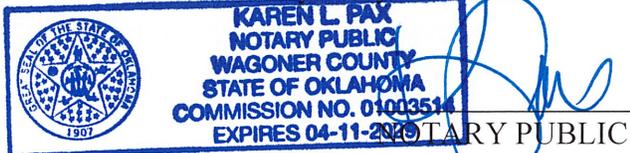
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this 20<sup>th</sup> day of August 2025.

  
\_\_\_\_\_  
PAUL TUCKER

STATE OF OKLAHOMA )  
 ) §  
COUNTY OF TULSA )

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 20<sup>th</sup> day of August, 2025, personally appeared PAUL TUCKER to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last written above.



Approved as to Form:  
CITY of Broken Arrow, Oklahoma,  
A municipal corporation

  
\_\_\_\_\_  
Assistant City Attorney

Approved as to Substance:  
CITY of Broken Arrow, Oklahoma,  
A municipal corporation

\_\_\_\_\_  
Michael L. Spurgeon, City Manager

Attest:  
  
\_\_\_\_\_  
City Clerk

Engineer: ELR Date: 8/22/25  
Project: ST23280, 9th St: New Orleans-Washington, Parcel 31

**PARCEL 31.A**  
**TEMPORARY CONSTRUCTION EASEMENT**  
**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

A portion of the Northeast Quarter of Section 23, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma, being more particularly described as follows:

Commencing at the Northeast corner of said Northeast Quarter; thence a distance of 374.34 feet, on a bearing of S01°14'36"E, along the East line of said Northeast Quarter, said line being the basis of bearing; thence a distance of 50.00 feet, on a bearing of S88°37'00"W to a point on a line being 50.00 feet West of and parallel with the East line of said Northeast Quarter and the North line of the parent tract, same being the Point of Beginning; thence S01°14'36"E, along said parallel line, a distance of 177.24 feet to a point on the South line of said parent tract; thence S88°37'00"W, along said South line, a distance of 5.00 feet to a point on a line being 55.00 feet West of and parallel with the East line of said Northeast Quarter; thence N01°14'36"W, along said parallel line, a distance of 177.24 feet to a point on the North line of said parent tract; thence N88°37'00"E, along said North line, a distance of 5.00 feet to the Point of Beginning.

Said parcel of land containing 887 square feet, or 0.02 acres more or less, and subject to all easements and Rights-of-Way of record.

The afore written description was prepared by Daniel A. McPeek, P.L.S. 2029, on March 5th, 2025.

**SURVEYOR'S CERTIFICATE**

I, Daniel A. McPeek, P.L.S. 2029, Bancroft Design, Inc., Certify that the attached legal description closes in accord with existing records, is a true representation of the real representation of the real property described, and meets the minimum technical standards for land surveying of the state of Oklahoma.

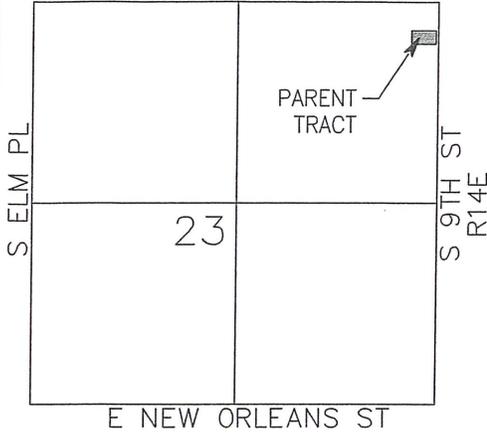
Witness my hand and seal this 5th day of March 2025.

---

Daniel A. McPeek,  
P.L.S. #2029  
C.A. NO.: 9205 Expires: 6/30/2026.



T18N  
E WASHINGTON ST

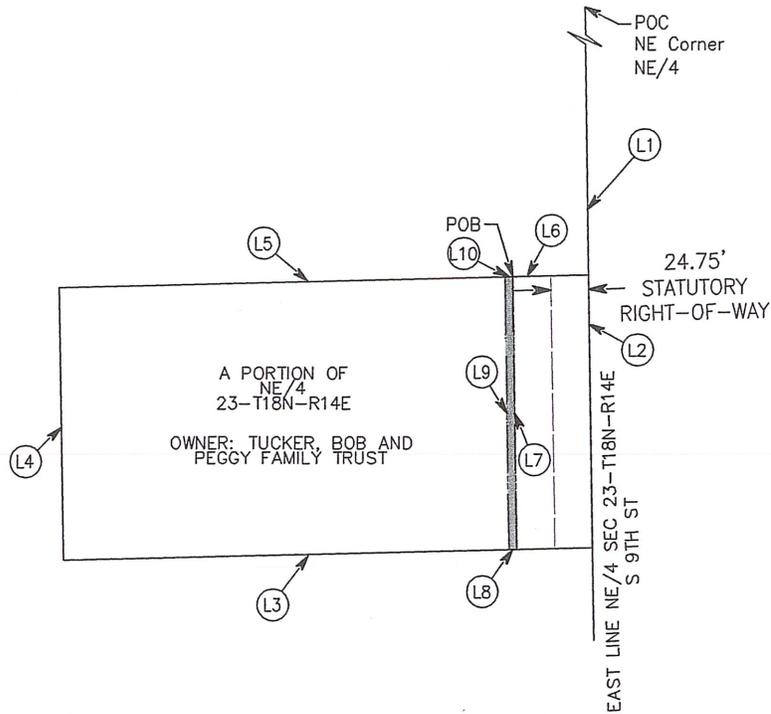


Parcel No.: 31.A Temporary Construction Easement  
City Project No: ST23280

Tract Area	62.050	S.F.	1.33	Acres
Existing R/W	4.387	S.F.	0.10	Acres
Proposed R/W	4.476	S.F.	0.10	Acres
Rem in Tract	53.187	S.F.	1.23	Acres
Drainage Easement	0	S.F.	0.00	Acres
Utility Easement	0	S.F.	0.00	Acres
Temp Construction Easement	887	S.F.	0.02	Acres



LINE TABLE			LINE TABLE		
#	BEARING	DISTANCE	#	BEARING	DISTANCE
L1	S01°14'36"E	374.34'	L6	S88°37'00"W	50.00'
L2	S01°14'36"E	177.24'	L7	S01°14'36"E	177.24'
L3	S88°37'00"W	350.10'	L8	S88°37'00"W	5.00'
L4	N01°13'57"W	177.24'	L9	N01°14'36"W	177.24'
L5	N88°37'00"E	350.07'	L10	N88°37'00"E	5.00'



NOTES:

1. THE BEARING BASE FOR THE EXHIBIT IS BASED ON THE EAST LINE OF THE NE/4 OF SECTION 23, TOWNSHIP 18 NORTH, RANGE 14 EAST AS S01°14'36"E.
2. SEE PARCEL 31.A EXHIBIT "A" PAGE 1 FOR LEGAL DESCRIPTION AND SURVEYOR'S CERTIFICATE.
3. THIS EXHIBIT IS A SKETCH DESCRIPTIVE ONLY OF SIZE, SHAPE AND LOCATION OF THE PROPOSED RIGHT-OF-WAY EASEMENT AND DOES NOT CONSTITUTE A PLAT OF SURVEY OF THE GRANTOR'S PROPERTY.



**Bancroft Design**

923 SOUTH LOWRY STREET  
POST OFFICE BOX 436  
STILLWATER, OKLAHOMA 74076

PHONE: (405) 743-3355  
CA #9205 EXP: 6/30/2026



# City of Broken Arrow

## Request for Action

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**File #:** 25-1266, **Version:** 1

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**Broken Arrow City Council  
Meeting of: September 2, 2025**

**Title:**

**Approval of and authorization to execute Resolution No. 1700, a Resolution authorizing the City Manager to take all appropriate actions for the election, engagement, participation, release, and settlement of proposed opioid settlements**

**Background:**

Previously, the City Council authorized settlement of opioid related claims against Walmart; however, the City Manager has not been authorized to take the appropriate actions necessary to engage in settlements with other parties and in the same or other similar cases. This Resolution grants the City Manager the authority to take any necessary actions on behalf of the City of Broken Arrow, Oklahoma to engage and effectuate additional settlements related to opioid lawsuits, including communicating with the State of Oklahoma and the Oklahoma Attorney General's Office; provided, however, the City Manager must provide reports on actions taken to the City Council at City Council Meetings.

**Cost:** N/A

**Funding Source:** N/A

**Requested By:** Trevor Dennis, City Attorney

**Approved By:** City Manager's Office

**Attachments:** Resolution No. 1700

**Recommendation:**

Approve Resolution No. 1700 and authorize its execution.

**RESOLUTION OF THE CITY OF BROKEN ARROW, OKLAHOMA  
RESOLUTION # 1700**

**September 2, 2025**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO TAKE ALL APPROPRIATE ACTIONS FOR THE ELECTION, ENGAGEMENT, PARTICIPATION, RELEASE, AND SETTLEMENT OF PROPOSED OPIOID SETTLEMENTS**

**WHEREAS**, pharmaceutical opioids have harmed the City of Broken Arrow, Oklahoma and its citizens. This harm was created and exacerbated by the misconduct and illegal activities of pharmaceutical manufacturers and supply chain participants, including, but not limited to, Purdue Pharma L.P., the Sackler family, Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus;

**WHEREAS**, the City of Broken Arrow, Oklahoma filed, joined, or seeks to file or join one or more lawsuits to address and seek recovery for the harms caused to it and its citizens; and

**WHEREAS**, the above-named pharmaceutical supply chain participants have reached one or more proposed national settlements which require affirmative participation by subdivisions of the State of Oklahoma, including the City of Broken Arrow.

**THEREFORE**, it was duly moved and seconded that the following resolution be adopted;

**THEREFORE, BE IT RESOLVED** that the City of Broken Arrow, Oklahoma hereby authorizes and empowers the City Manager, or his designee, and legal counsel to take all actions necessary for the election, engagement, participation, release, and settlement, processing, and any other requirement for the City of Broken Arrow in any proposed settlements pertaining to pharmaceutical opioids, including, but not limited to, the proposed national settlements involving Purdue Pharma L.P., the Sackler family, Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus, for the benefit of the City of Broken Arrow;

**THEREFORE, BE IT FURTHER RESOLVED** that the City of Broken Arrow, Oklahoma further authorizes the City Manager, or his designee, with advice of legal counsel, to engage the State of Oklahoma and the Oklahoma Attorney General's Office for the proper participation, allocation, and receipt of settlement funds; and

**THEREFORE, BE IT FURTHER RESOLVED** that the City Manager shall report to the City Council any and all actions taken by the City Manager, or his designee, or legal counsel, in furtherance of this Resolution by public announcement at a duly called meeting of the City Council. Nothing herein shall require the disclosure of confidential settlement negotiations or information as required by any applicable

settlement agreement. Further, nothing herein shall require the disclosure of confidential or privileged attorney-client communications and attorney work product.

The City of Broken Arrow, Oklahoma adopted the above Resolution on the 2nd day of September, 2025.

CITY OF BROKEN ARROW, OKLAHOMA:

\_\_\_\_\_  
Debra Wimpee, Mayor

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

ATTEST:

\_\_\_\_\_  
Curtis Green, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Trevor Dennis  
City Attorney



# City of Broken Arrow

## Request for Action

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**File #:** 25-1240, **Version:** 1

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**Broken Arrow City Council**  
**Meeting of: 09-02-2025**

**Title:**

Acceptance of a Deed of Dedication for all of Reserve “A” of The Park on Florence, consisting of 2.23 Acres of land, generally located between West Vicksburg Place and West Austin Street in The Park on Florence subdivision in Broken Arrow, Oklahoma, in the Southwest Quarter of Section 27, Township 18 North, Range 14 East, Tulsa County, Oklahoma, from Anthony M. Wilson, and authorization of payment in the amount of \$10,000.00

**Background:**

The attached Deed of Dedication is being conveyed to the City of Broken Arrow, a municipal corporation, from Anthony M. Wilson, the owner. Reserve “A” of the Park on Florence consists of 2.23 Acres of land, generally located between West Vicksburg Place and West Austin Street in The Park on Florence subdivision in Broken Arrow, Oklahoma, in the Southwest Quarter of Section 27, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma. Anthony M. Wilson, has accepted the following offer, made subject to City Council approval:

All of Reserve A, The Park on Florence \$10,000

Total Just Compensation Amount (Rounded) = \$10,000

A copy of the signed acceptance of the City’s offer is attached, as is the Deed of Dedication. Payment of the compensation amount is on the September 2, 2025 City Council Claims List. sure to click inside the text boxes when entering text to this template. Copy and paste (using ‘keep text only’) your background information here, then do a Save As to your location of Request for Action’s (RFA’s); previously known as Fact Sheets.

**Cost:** \$10,000.00

**Funding Source:** Stormwater Capital-Fund 226

**Requested By:** Charlie Bright, P.E., Director of Engineering and Construction

**Approved By:** City Manager’s Office

**Attachments:** Deed of Dedication  
Acceptance Letter  
Conditions and Request for Payment  
Affidavit

**Recommendation:**

Accept the Deed of Dedication..



August 14, 2025

Anthony M. Wilson  
8632 S 74<sup>th</sup> E Ave  
Tulsa, OK 74133

**RE: ALL OF RESERVE A, THE PARK ON FLORENCE  
PROJECT NO. N/A PARCEL NO. N/A FINAL REVISED OFFER**

Mr. Wilson:

The City of Broken Arrow has an interest in the above-referenced parcel.

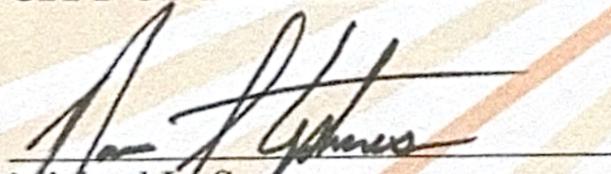
The following offer is made by the City, subject to City Council approval:

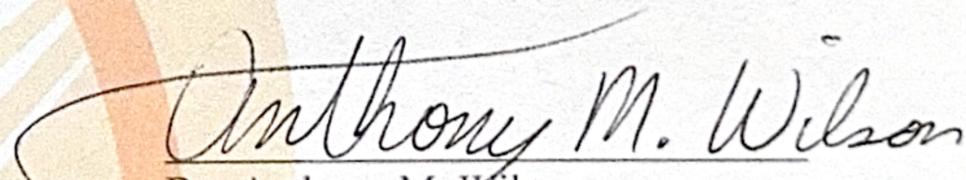
Fee Simple Title: All of Reserve A, The Park on Florence \$10,000  
Total Just Compensation Amount (Rounded) = \$10,000

By your signature on this letter, you have accepted the City's offer of \$10,000.00. Please return this document in the enclosed self-addressed stamped envelope or via email to [aolaughlin@brokenarrowok.gov](mailto:aolaughlin@brokenarrowok.gov) for further processing. If you have any questions about this offer, please contact Right-of-Way Agent Amy O'Laughlin at: [aolaughlin@brokenarrowok.gov](mailto:aolaughlin@brokenarrowok.gov), or 918-259-7000 ext. 5278

**Please respond within 10 days of receipt of this letter.**

Respectfully,  
CITY OF BROKEN ARROW

*for*   
Michael L. Spurgeon  
City Manager

  
By: Anthony M. Wilson

MLS/klp  
enc

**AFFIDAVIT**

STATE OF OKLAHOMA    )  
                                  ) §  
COUNTY OF TULSA     )

The undersigned, of lawful age, being first duly sworn, on oath says that this invoice of claim is true and correct. Affiant further states that the conditions for payment as shown by this invoice or claim have been completed or supplied, or will be upon approval of the city council, in accordance with the offer, contracts or agreements furnished the affidavit. Affiant further states that he/she has made no payment directly or indirectly to any elected official, officer or employee of the state of Oklahoma, any county or local subdivision of the state, of money or any other thing of value to obtain payment.

By: *Anthony M. Wilson*  
Anthony M. Wilson

20<sup>th</sup> BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this day of August, 2025, personally appeared ANTHONY M. WILSON, to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last written above.

**AMY J. O'LAUGHLIN**  
**NOTARY PUBLIC - STATE OF OKLAHOMA**  
**MY COMMISSION EXPIRES 11/03/2026**  
**COMMISSION #22014878**

*Amy J. O'Laughlin*  
NOTARY PUBLIC

# CONDITIONS AND REQUEST FOR PAYMENT

**Conditions:** (List physical conditions required for acceptance):

Fee Simple \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

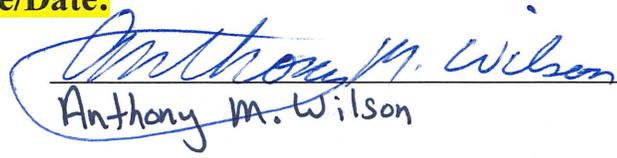
**Terms for Payment:**

Owner's request for payment in the amount of: \$10,000.00, less payoff of back taxes owed to Tulsa County Treasurer in the amount of \$419.93, to be paid to Tulsa County Treasurer by the City of Broken Arrow.

**Owner's Mailing Address:** 8632 S. 74<sup>th</sup> East Ave  
Tulsa OK. 74133

- Owner Requests Check:**
- Mailed to above address
  - Mailed to above address by Certified Mail
  - Call me and I will pick it up
  - Delivered by Agent

**Signature/Date:**

**Owner/s:**   
Anthony M. Wilson

**Date:** 8/20/2025

**Agent:** Amy O'Laughlin

**Date:** 8-20-2025

**Project:** Reserve 'A' The Park on Florence

**DEED OF DEDICATION**

KNOW ALL MEN BY THESE PRESENTS:

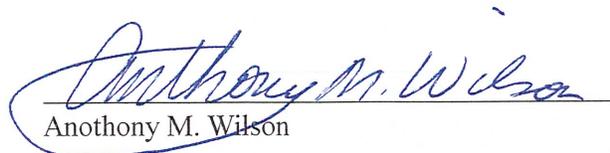
That the undersigned, **ANTHONY M. WILSON**, the owner of the legal and equitable title to the following described real estate situated in the City of Broken Arrow, Tulsa County, Oklahoma, for and in consideration of the sum of One Dollar (\$1.00), cash in hand, paid by the **CITY OF BROKEN ARROW**, Oklahoma and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby dedicate to the City of Broken Arrow for the benefit of the public, forever, the following described property, to wit:

All of Reserve "A" of THE PARK ON FLORENCE (Plat #5672), an Addition to the City of Broken Arrow, Tulsa County, State of Oklahoma, according to the official plat thereof recorded on March 12, 2003, in Book 6958, at Page 359.

Together with all the improvements thereon and appurtenances thereunto belonging.

TO HAVE TO HOLD such property unto the City of Broken Arrow, Oklahoma, a municipal corporation, its successors and assigns, forever.

DATED this 20<sup>th</sup> day of August, 2025.

  
Anothony M. Wilson

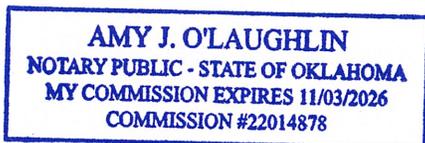
State of Oklahoma )  
 ) §.  
County of Tulsa )

Before me, the undersigned, a Notary Public within and for said County and State, on the 20<sup>th</sup> day of August, 2025 personally appeared Anthony M. Wilson, to me known to be the identical person who executed the within and foregoing instrument in writing and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

My Commission Expires: 11-3-2026

Amy J. O'Laughlin  
Notary Public



Approved as to Form:  
CITY of Broken Arrow, Oklahoma,  
A municipal corporation

[Signature]  
Assistant City Attorney

Approved as to Substance:  
CITY of Broken Arrow, Oklahoma,  
A municipal corporation

\_\_\_\_\_  
Michael L. Spurgeon, City Manager

Attest:

Engineer: ELR Date: 8/20/25  
Reserve "A", The Park on Florence

\_\_\_\_\_  
City Clerk



# City of Broken Arrow

## Request for Action

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**File #: 25-1233, Version: 1**

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**Broken Arrow City Council  
Meeting of: 09-02-2025**

**Title:**

Acceptance of a Temporary Construction Easement for Parcel 16.A, consisting of 3890 square feet, located at 3101 South 9th Street in Broken Arrow, Oklahoma, in the Southwest Quarter of Section 24, Township 18 North, Range 14 East, Tulsa County, Oklahoma, from Faith Fellowship Inc., an Oklahoma corporation for the 9th Street, New Orleans to Washington Street Improvements, Parcel 16.A. (Project No. ST23280)

**Background:**

The attached Temporary Construction Easement is being donated to the City of Broken Arrow, a municipal corporation, from Faith Fellowship Inc., an Oklahoma corporation, the owner. Parcel 16.A consists of 3890 square feet of temporary construction easement, located at 3101 South 9<sup>th</sup> Street in Broken Arrow, Oklahoma, in the Southwest Quarter of Section 24, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma.

**Cost:** \$0

**Funding Source:** N/A

**Requested By:** Charlie Bright, P.E., Director of Engineering and Construction

**Approved By:** City Manager's Office

**Attachments:** Temporary Construction Easement

**Recommendation:**  
Accept the Temporary Construction Easement

**TEMPORARY CONSTRUCTION EASEMENT  
CORPORATE or PARTNERSHIP**

KNOW ALL MEN BY THESE PRESENTS:

That all undersigned, FAITH FELLOWSHIP, INC. by TERRY LEON DASHNER, its MANAGER, the Owner(s), of the legal and equitable title to the following described real estate situated in Tulsa County, State of Oklahoma, for and in consideration of the sum of One Dollar (\$1.00), cash in hand, paid by the City of Broken Arrow, Oklahoma, and other good and valuable considerations, receipt of which are hereby acknowledged, do(es) hereby grant and convey unto the said City of Broken Arrow, County of Tulsa, State of Oklahoma, a temporary easement, through, over, and under, and across the following described property, situated in said County, to-wit:

**SEE EXHIBIT "A"**

for a period of not more than 12 MONTHS FROM THE START OF CONSTRUCTION. This grant of temporary right to use and occupy is given for the purpose of permitting the City of Broken Arrow, its employees, representatives, agents, and/or persons under contract with it, to use said described property for construction of roadway improvements for the 9th Street Improvements, New Orleans to Washington, Project No. ST23280

That the Owner(s) agree that this temporary construction easement shall be binding upon their heirs, executors, administrators and personal representatives during the term hereof and further agree that in the event the premises covered by this temporary construction easement are sold, assigned or conveyed, that the purchaser or grantee thereof will be advised of the existence of this temporary grant and that said sale during said term shall be made subject to the rights herein given.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this 21<sup>st</sup> day of August 2025.

FAITH FELLOWSHIP, INC.

By: Terry Leon Dashner  
Terry Leon Dashner



**PARCEL 16.A**  
**TEMPORARY CONSTRUCTION EASEMENT**  
**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

A portion of the Southwest Quarter of Section 24, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma, being more particularly described as follows.

Commencing at the Southwest corner of said Southwest Quarter; thence a distance of 1982.59 feet, on a bearing of N01°14'37"W, along the West line of said Southwest Quarter, said line being the basis of bearings for this description; thence a distance of 50.00 feet, on a bearing of N88°45'23"E to a point on the Easterly Present Right-of-Way line for S 9<sup>th</sup> Street, same being a point on a line being 50.00 feet East of and parallel with the West line of said Southwest Quarter; thence S01°14'37"E, along said Easterly Present Right-of-Way line and said parallel line, a distance of 135.48 feet to the Point of Beginning; thence N88°45'23"E, perpendicular to said West line, a distance of 20.00 feet; thence S01°14'37"E, parallel to said East line, a distance of 194.52 feet to a point on the South line of the parent parcel; thence S88°45'23"W, a distance of 20.00 feet to a point on the Easterly Present Right-of-Way line for S 9<sup>th</sup> Street, same being a point on a line being 50.00 feet East of and parallel with the West line of said Southwest Quarter; thence N01°14'37"W, along said Easterly Present Right-of-Way line and said parallel line, a distance of 194.52 feet to the Point of Beginning.

Said parcel of land containing 3,890 square feet, or 0.09 acres more or less, and subject to all easements and Rights-of-Way of record.

The afore written description was prepared by Daniel A. McPeek, P.L.S. 2029, on February 12th, 2025.

**SURVEYOR'S CERTIFICATE**

I, Daniel A. McPeek, P.L.S. 2029, Bancroft Design, Inc., Certify that the attached legal description closes in accord with existing records, is a true representation of the real representation of the real property described, and meets the minimum technical standards for land surveying of the state of Oklahoma.

Witness my hand and seal this 12th day of February 2025.

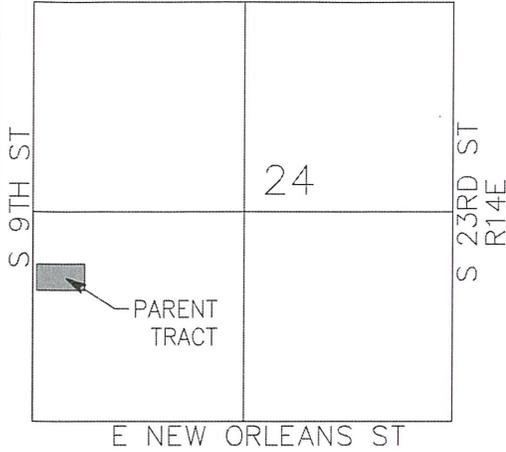
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Daniel A. McPeek,  
P.L.S. #2029  
C.A. NO.: 9205 Expires: 6/30/2026.



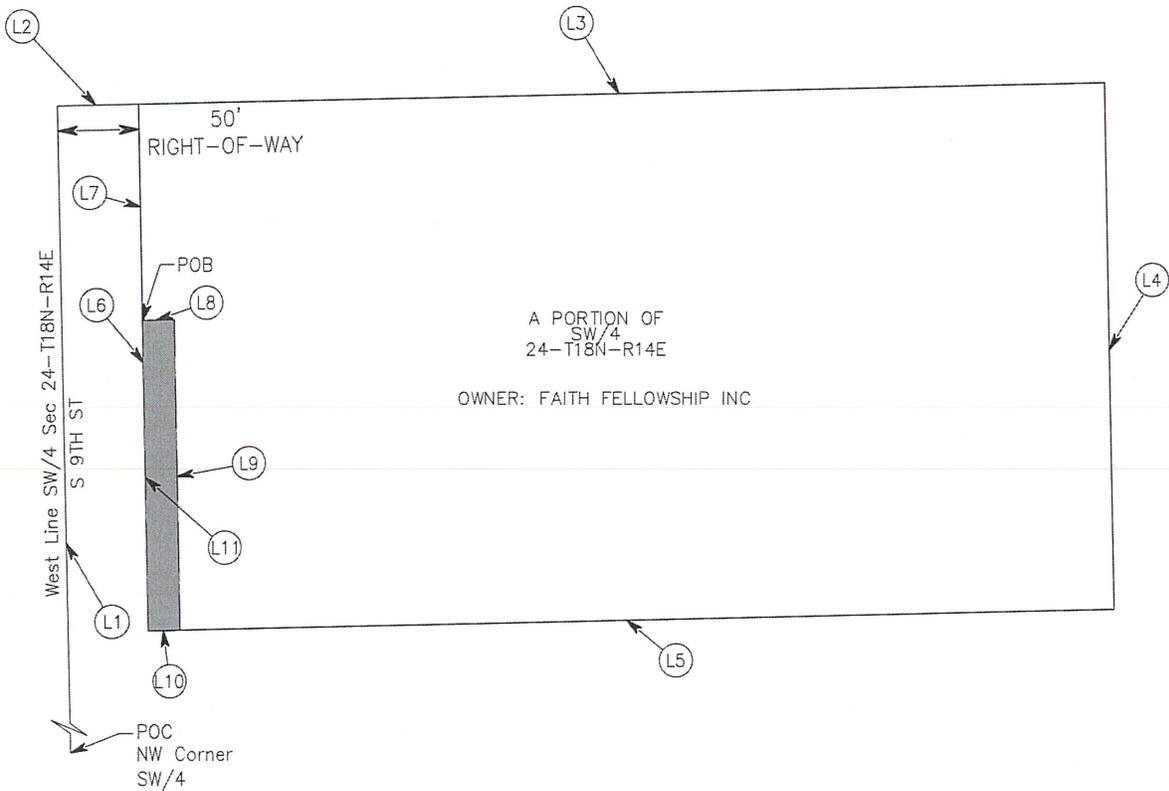
T18N  
E WASHINGTON ST

Parcel No.: 16.A Temporary Construction Easement  
City Project No: ST23280



Tract Area	201,300	S.F.	4.62	Acres
Existing R/W	0	S.F.	0.00	Acres
Proposed R/W	0	S.F.	0.00	Acres
Rem in Tract	201,300	S.F.	4.62	Acres
Drainage Easement	0	S.F.	0.00	Acres
Utility Easement	0	S.F.	0.00	Acres
Temp Construction Easement	3,890	S.F.	0.09	Acres

LINE TABLE			LINE TABLE		
#	BEARING	DISTANCE	#	BEARING	DISTANCE
L1	N01°14'37"W	1982.59'	L7	S01°14'37"E	135.48'
L2	N88°45'23"E	50.00'	L8	N88°45'23"E	20.00'
L3	N88°45'23"E	610.00'	L9	S01°14'37"E	194.52'
L4	S01°14'37"E	330.00'	L10	S88°45'23"W	20.00'
L5	S88°45'23"W	610.00'	L11	N01°14'37"W	194.52'
L6	N01°14'37"W	330.00'			



NOTES:

1. THE BEARING BASE FOR THE EXHIBIT IS BASED ON THE WEST LINE OF THE SW/4 OF SECTION 24, TOWNSHIP 18 NORTH, RANGE 14 EAST AS N01°14'37"W.
2. SEE PARCEL 16.A EXHIBIT "A" PAGE 1 FOR LEGAL DESCRIPTION AND SURVEYOR'S CERTIFICATE.
3. THIS EXHIBIT IS A SKETCH DESCRIPTIVE ONLY OF SIZE, SHAPE AND LOCATION OF THE PROPOSED RIGHT-OF-WAY EASEMENT AND DOES NOT CONSTITUTE A PLAT OF SURVEY OF THE GRANTOR'S PROPERTY.



**Bancroft Design**

923 SOUTH LOWRY STREET  
POST OFFICE BOX 436  
STILLWATER, OKLAHOMA 74076

PHONE: (405) 743-3355  
CA #9205 EXP: 6/30/2026



# City of Broken Arrow

## Request for Action

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**File #:** 25-1234, **Version:** 1

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**Broken Arrow City Council**  
**Meeting of: 09-02-2025**

**Title:**

Acceptance of a Temporary Construction Easement for Parcel 1, consisting of 22,700 square feet generally located west of Elm Place and north of Washington Street in Broken Arrow, Oklahoma, in the Southeast Quarter of Section 15, Township 18 North, Range 14 East, Tulsa County, Oklahoma, from Bristol Ponds HOA for the Bristol Ponds Stormwater Improvements, Parcel 1 (Project No. SW25080)

**Background:**

The attached Temporary Construction Easement is being donated to the City of Broken Arrow, a municipal corporation, from Bristol Ponds HOA, the owner. Parcel 1 consists of 22,700 square feet of temporary construction easement, generally located west of Elm Place and north of Washington Street in Broken Arrow, Oklahoma, in the Southeast Quarter of Section 15, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma.

**Cost:** \$0

**Funding Source:** N/A

**Requested By:** Charlie Bright, P.E., Director of Engineering and Construction

**Approved By:** City Manager's Office

**Attachments:** Temporary Construction Easement

**Recommendation:**  
Accept the Temporary Construction Easement

**TEMPORARY CONSTRUCTION EASEMENT**

KNOW ALL MEN BY THESE PRESENTS:

That all undersigned, **BRISTOL PONDS HOA**, the Owner(s), of the legal and equitable title to the following described real estate situated in Tulsa County, State of Oklahoma, for and in consideration of the sum of One Dollar (\$1.00), cash in hand, paid by the City of Broken Arrow, an municipal corporation, Oklahoma, and other good and valuable considerations, receipt of which are hereby acknowledged, do(es) hereby grant and convey unto the said **CITY OF BROKEN ARROW**, a municipal corporation, County of Tulsa, State of Oklahoma, a temporary easement, through, over, and under, and across the following described property, situated in said County, to-wit:

**SEE EXHIBIT "A"**

for a period of not more than 12 MONTHS FROM THE START OF CONSTRUCTION. This grant of temporary right to use and occupy is given for the purpose of permitting the City of Broken Arrow, its employees, representatives, agents, and/or persons under contract with it, to use said described property for construction of the roadway improvements.

That the Owner(s) agree that this temporary construction easement shall be binding upon their heirs, executors, administrators and personal representatives during the term hereof and further agree that in the event the premises covered by this temporary construction easement are sold, assigned or conveyed, that the purchaser or grantee thereof will be advised of the existence of this temporary grant and that said sale during said term shall be made subject to the rights herein given.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this 21st day of August 2025.

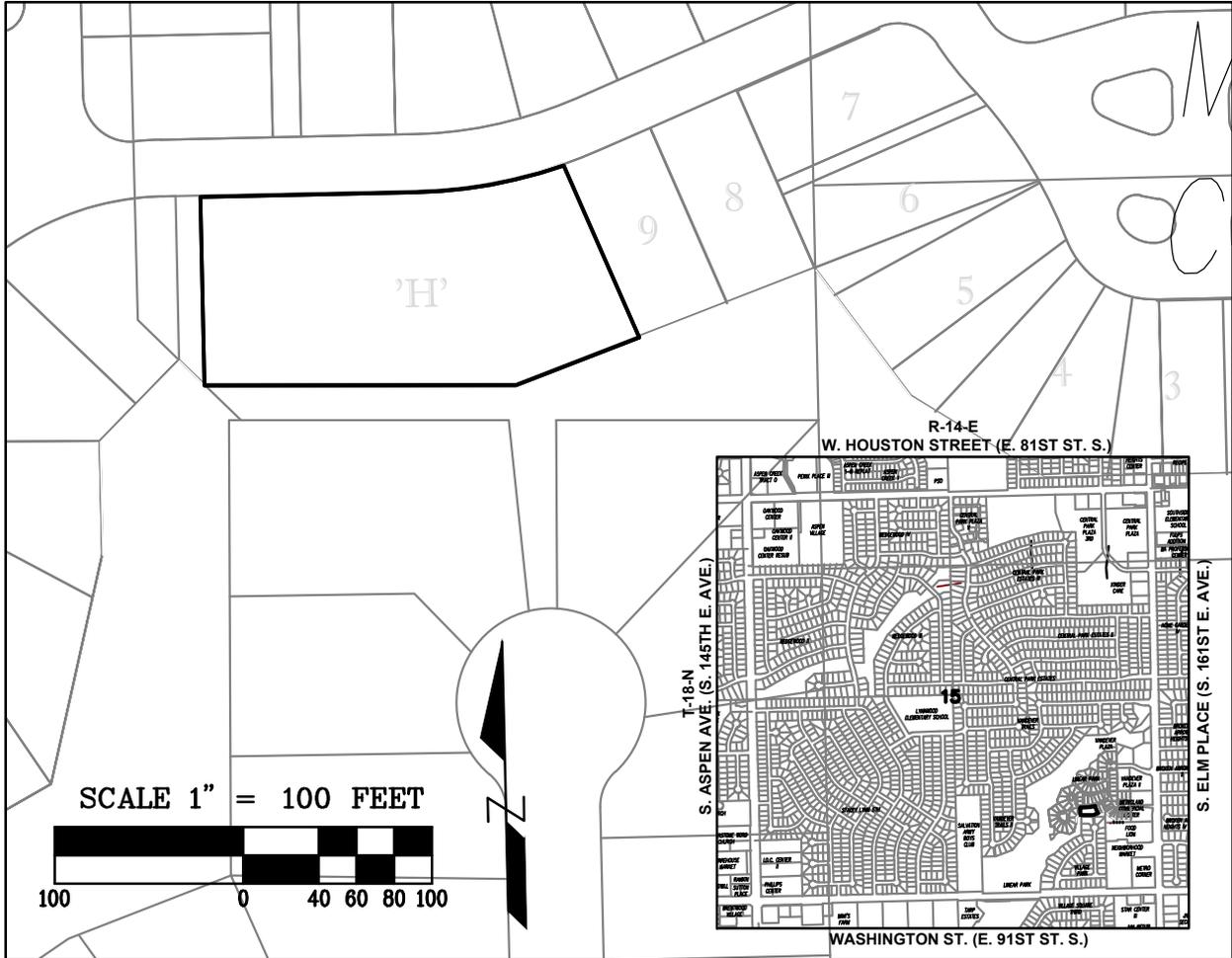
BRISTOL PONDS HOA



\_\_\_\_\_  
Troy Sanstra, Treasurer



# TEMPORARY CONSTRUCTION EASEMENT



## TEMPORARY CONSTRUCTION EASEMENT

PROJECT SW25080

**LEGAL DESCRIPTION:**

BRISTOL PONDS, AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA BEING A SUBDIVISION OF A PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION FIFTEEN (15), TOWNSHIP 18 NORTH, RANGE 14 EAST, OF THE INDIAN BASE AND MERIDIAN, MORE SPECIFICALLY DESCRIBED AS:

RESERVE AREA "H"

HAVING AN AREA OF 22,700 SQUARE FEET OR 0.52 ACRES

BEARINGS BASED ON THE OKLAHOMA STATE PLANE GRID ZONE NORTH.



# City of Broken Arrow

## Request for Action

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**File #:** 25-1245, **Version:** 1

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**Broken Arrow City Council**  
**Meeting of: 09/02/2025**

**Title:**

Ratification of the Claims List Check Register Dated August 25, 2025

**Background:**

Council on September 3, 2019 approved Ordinance No. 3601 allowing ratification of the claims list. For the period from August 13, 2025 through August 25, 2025 Checks, V-Cards (single use electronic credit cards) or ACH (direct payments to the vendors bank by the federal reserve automated clearing house) were processed for a total of \$10,782,532.67 for the various funds.

Governmental Funds	\$ 5,716,420.61
BAMA	\$ 4,987,698.74
BAEDA	<u>\$ 78,413.32</u>
Total	\$10,782,532.67

A summary by funds and detail are attached.

**Cost:** \$5,716,420.61

**Funding Source:** General Fund and Miscellaneous Funds

**Requested By:** Cynthia S. Arnold, Finance Director

**Approved By:** City Manager's Office

**Attachments:** Check Register dated August 25, 2025

**Recommendation:**..recommend

Ratify Claims List Check Register dated 08/25/2025

City of Broken Arrow  
Check Register by Fund



RECAP

FUND	DESCRIPTION	AMOUNT	INVOICE COUNT
110	GENERAL	482,081.21	564
220	BA MUNICIPAL AUTHORITY	4,987,698.74	1,070
227	CVB-HOTEL MOTEL	1,459.18	6
329	VEHICLE REPLACEMENT FUND	47,544.20	1
330	SALES TAX CAPITAL IMPROVEMENT	656,474.68	18
331	POLICE ENHANCEMENTS	15,165.05	1
336	E 911	13,600.00	1
337	POLICE BLOCK GRANT	55.00	1
342	STREET LIGHT FUND	35,401.36	7
343	STREET SALES TAX FUND	34,830.96	9
344	PS SALES TAX POLICE	250,673.77	305
345	PS SALES TAX FIRE	127,296.03	190
346	ADMINISTRATIVE TECHNOLOGY	200.00	1
592	2014 BOND ISSUE	2,530.00	1
593	2018 BOND ISSUE	1,188,880.25	26
660	WORKERS COMPENSATIONS	90,134.04	13
661	GROUP HEALTH AND LIFE	4,128.00	1
770	DEBT SERVICE GO BOND	2,764,478.13	3
882	AGENCY FUND DEPOSITS	1,488.75	7
887	ECONOMIC DEVELOP AUTHORITY	78,413.32	4
Total		10,782,532.67	2,229

City of Broken Arrow  
Check Register by Fund



CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
08/14/2025	331524	827 CONSTRUCTION INDUSTRIES		RENEWAL 07232025	LICENSE RENEWAL-WILLIAM WILLIFORD	1101415  530110		2026/2	35.00
						<b>Total For Check # 331524</b>			<b>35.00</b>
08/14/2025	331531	1699 MOMENTUM SERVICES LLC		20089012	NUISANCE ABATEMENTS SERVICES	1101415  530870		2026/2	750.00
				20089013	NUISANCE ABATEMENTS SERVICES	1101415  530870		2026/2	200.00
				20089011	NUISANCE ABATEMENTS SERVICES	1101415  530870		2026/2	1,572.00
				20089010	NUISANCE ABATEMENTS SERVICES	1101415  530870		2026/2	1,286.00
				20089009	NUISANCE ABATEMENTS SERVICES	1101415  530870		2026/2	1,000.00
						<b>Total For Check # 331531</b>			<b>4,808.00</b>
08/14/2025	331533	1344 OKLAHOMA UNIFORM BUILDING		JULY 2025	OUBCC FEES FOR JULY 2025	110  280300		2026/2	1,612.00
						<b>Total For Check # 331533</b>			<b>1,612.00</b>
08/14/2025	331536	999900 OTP - AR REFUNDS		42578	LIFERIDE REFUNDS LIFERIDE ACCT #	11020  442040		2026/2	162.00
						<b>Total For Check # 331536</b>			<b>162.00</b>
08/14/2025	331573	1092 WESTLAKE HARDWARE INC		8038269	BLANKET PO FOR MISC ITEMS	1106000  560230		2025/12	16.58
				8038277	BLANKET PO FOR MISC ITEMS	1106003  560230		2025/12	55.96
						<b>Total For Check # 331573</b>			<b>72.54</b>
08/14/2025	331574	822 ADDCO ELECTRIC INC.		26711	BLANKET PO FOR EMS SUPPLIES	1106001  540070		2025/12	228.75
						<b>Total For Check # 331574</b>			<b>228.75</b>
08/14/2025	331575	4935 AMAZON.COM SALES INC		1W1J-1VJN-1HG6	Office supplies	1101102  560030		2025/12	6.50
				16WX-MHDN-7KC1	Summer Camp Supplies for Nienhuis	1106002  560330		2025/12	144.13
				1CWH-D9KP-YKJP	ITEM: NexiGo N60 1080P Webcam with	1101200  560230		2025/12	29.99
				1471-4QNG-DVD3	Recreation Supplies for Central	1106002  560330		2025/12	113.47
				19GW-7GCF-D1Y4	Recreation Supplies	1106002  560330		2025/12	204.53
				1Q4Y-JVG7-4YHL	ITEM: KOOY Inflatable Costume Adult,	1101315  560240		2025/12	149.99
				19KM-HCVF-7L9R	ITEM: DYMO Labels for LabelManager	1105300  560030		2025/12	55.37
				1MTT-PWK1-4LW9	Office Supplies/Books	1101400  560030		2025/12	47.13
				1MTT-PWK1-4LW9	Office Supplies/Books	1101410  560030		2025/12	13.63
				1MTT-PWK1-4LW9	Office Supplies/Books	1101410  560280		2025/12	38.06
						<b>Total For Check # 331575</b>			<b>802.80</b>

City of Broken Arrow  
Check Register by Fund



CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
08/14/2025	331579	12 AVB		JUNE 2025 PAYROLL	JUNE 2025 PAYROLL	1101501  550280		2025/12	181.29
				JUNE 2025 VENDOR	JUNE 2025 VENDOR	1101501  550280		2025/12	29.46
						<b>Total For Check # 331579</b>			<b>210.75</b>
08/14/2025	331583	1275 ERGON ASPHALT & EMULSIONS		9403470359	BLANKET PO - OIL (CRS2)	1105300  560800		2025/12	3,322.19
						<b>Total For Check # 331583</b>			<b>3,322.19</b>
08/14/2025	331584	1231 AT&T MOBILITY LLC		DVR062025	ACCT # 500634737 06/05-07/04/2025	1101010  550540		2025/12	35.00
				DVR062025	ACCT # 500634737 06/05-07/04/2025	1101102  550540		2025/12	44.75
				DVR062025	ACCT # 500634737 06/05-07/04/2025	1101200  550540		2025/12	429.00
				DVR062025	ACCT # 500634737 06/05-07/04/2025	1101315  550540		2025/12	32.00
				DVR062025	ACCT # 500634737 06/05-07/04/2025	1101400  550540		2025/12	7.50
				DVR062025	ACCT # 500634737 06/05-07/04/2025	1101501  550540		2025/12	44.75
				DVR062025	ACCT # 500634737 06/05-07/04/2025	1101800  550540		2025/12	20.25
				DVR062025	ACCT # 500634737 06/05-07/04/2025	1105300  550540		2025/12	13.25
				DVR062025	ACCT # 500634737 06/05-07/04/2025	1105310  550540		2025/12	128.00
						<b>Total For Check # 331584</b>			<b>754.50</b>
08/14/2025	331585	1322 GEM DIRT, LLC		INVGEMD-400896	Topsoil	1106003  560270		2025/12	135.00
				INVGEMD-400869	Topsoil	1106003  560270		2025/12	135.00
				INVGEMD-400849	Topsoil	1106003  560270		2025/12	135.00
				INVGEMD-400888	Topsoil	1106003  560270		2025/12	135.00
						<b>Total For Check # 331585</b>			<b>540.00</b>
08/14/2025	331590	4290 HEIDI HARTMAN		4211	4211 JUNE 30, 2025 1OF 4 PAYMENTS	1101102  550890		2025/12	4,331.00
						<b>Total For Check # 331590</b>			<b>4,331.00</b>
08/14/2025	331593	25 NAPA AUTO PARTS		15978	281658	1106000  560200		2025/12	233.82
				15982	370023A	1106000  560200		2025/12	34.77
				15992	7151213	1106000  560200		2025/12	8.03
				16001	AN125001002	1105300  560200		2025/12	202.22
				16001	AN225001001	1105300  560200		2025/12	303.42
				16001	ACX1071ND	1105300  560200		2025/12	24.90
				16004	7652651	1106000  560210		2025/12	10.33
				16004	24240	1106000  560230		2025/12	22.86
				16009	TGC32508C	1105300  560200		2025/12	141.02
				16010	2605244	1106000  560200		2025/12	70.77
				16010	2605243	1106000  560200		2025/12	71.06
				16010	171362	1106000  560200		2025/12	210.48
				16010	2605491	1106000  560200		2025/12	182.31
				16010	2605492	1106000  560200		2025/12	179.12
				012240	012240 JAN 9, 2025	1105300  560200		2025/12	7.82
				012240	012240 JAN 9, 2025	1105300  560210		2025/12	10.00
				012241	012241 JAN 9, 2025	1105300  560230		2025/12	4.54
						<b>Total For Check # 331593</b>			<b>1,717.47</b>

City of Broken Arrow  
Check Register by Fund



CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
08/14/2025	331594	5098 NORTHEAST TECHNOLOGY		BIS-6972	DEFESIVE DRIVING 11/22 AND 11/6/2024	1101102  530870		2025/12	500.00
						<b>Total For Check # 331594</b>			<b>500.00</b>
08/14/2025	331604	949 TULSA WINNELSON COMPANY		621832 01	BLANKET PO MISC. PLUMBING	1106000  560180		2025/12	116.89
						<b>Total For Check # 331604</b>			<b>116.89</b>
08/14/2025	331608	264 YOUTH SERVICES OF TULSA	01/2025		JAN 2025 PER CONTRACT	1101700  550100		2025/12	2,500.00
			02/2025		FEB 2025 PER CONTRACT	1101700  550100		2025/12	2,500.00
			03/2025		MARCH 2025 PER CONTRACT	1101700  550100		2025/12	2,500.00
			04/2025		APRIL 2025 PER CONTRACT	1101700  550100		2025/12	2,500.00
			05/2025		MAY 2025 PER CONTRACT	1101700  550100		2025/12	2,500.00
			06/2025		JUNE 2025 PER CONTRACT	1101700  550100		2025/12	2,500.00
						<b>Total For Check # 331608</b>			<b>15,000.00</b>
08/14/2025	331612	1092 WESTLAKE HARDWARE INC		8038353	BLANKET PO FOR MISC ITEMS	1106000  560230		2026/2	7.59
						<b>Total For Check # 331612</b>			<b>7.59</b>
08/14/2025	331614	4919 ADEMCO INC.		300361115	CAMINO VILLA CITY HALL DOR	1101700  560180		2026/2	136.85
						<b>Total For Check # 331614</b>			<b>136.85</b>
08/14/2025	331615	489 ADMIRAL EXPRESS LLC	207530-S		207530-S JULY 31, 2025	1106002  560030		2026/2	403.31
			207678-S		207678-S JULY 31, 2025	1106002  560330		2026/2	631.55
			207485-S		207485-S JULY 31, 2025	1101800  560030		2026/2	175.37
			207746-S		207746-S JULY 31, 2025	1101300  560030		2026/2	48.81
			207513-S		207513-S JULY 31, 2025	1101400  560030		2026/2	233.94
			207486-S		207486-S JULY 31, 2025	1101800  560030		2026/2	185.06
			207688-S		207688-S JULY 31, 2025	1101010  560030		2026/2	256.95
			207728-S		207728-S JULY 31, 2025	1105300  560030		2026/2	19.79
			207747-S		207747-S JULY 31, 2025	1101700  560030		2026/2	20.46
						<b>Total For Check # 331615</b>			<b>1,975.24</b>
08/14/2025	331617	4940 ALPHA AWARDS AND		INV-1067	NAME PLATE FOR JOSE HIMENZ RUBIO	1101410  560230		2026/2	15.00
						<b>Total For Check # 331617</b>			<b>15.00</b>
08/14/2025	331618	4935 AMAZON.COM SALES INC	13LG-GKQF-CMXJ		Mailbox Replacement	1105300  560230		2026/2	73.99
			1YH3-9QXG-YTCL		Mailbox Replacement	1105300  560230		2026/2	-73.99
			1M37-R1NX-43K7		Summer Camp Supplies for Nienhuis	1106002  560330		2026/2	-15.99
			1MNR-XCFC-9KXL		OFFICE SUPPLIES & FARMERS MARKET	1101400  560030		2026/2	48.87
			1QH6-PQR1-HUWN		ITEM: Office Depot Clean Seal(TM)	1101800  560030		2026/2	15.01
			14X3-GX1D-QJNV		ITEM: The Essential HR Handbook, 10th	1101102  560030		2026/2	29.88
			1Y9W-MTP1-9FT1		Office Supplies	1105300  560230		2026/2	30.04
			1P6J-GPQC-Q9V6		Office Supplies	1105300  560230		2026/2	108.70
			1P6J-GPQC-Q9V6		Office Supplies	1105300  560300		2026/2	67.08
			1VD7-CKMX-PJTV		IT Supplies	1101200  560230		2026/2	287.28
			1Y6R-QW7N-3M6V		ITEM: SMART1500LCD - Tripp Lite	1101200  560230		2026/2	63.99
			1NHR-9911-7MTN		ADMIN LUNCH-CRICKETT MOORE	1101700  560230		2026/2	11.99
						<b>Total For Check # 331618</b>			<b>646.85</b>

City of Broken Arrow  
Check Register by Fund



CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
08/14/2025	331619	3840 AMERICAN EXPRESS		JULY 2025	JULY 2025 STATEMENT - AMEX ONE AP	1101501  540550		2026/2	600.00
						<b>Total For Check # 331619</b>			<b>600.00</b>
08/14/2025	331620	1007 AMERICAN SERVICES INC.		2870	INV# 2870 07/31/2025	1101315  540280		2026/2	75.00
				2860	INV# 2860 07/31/2025	1106000  540280		2026/2	1,073.05
						<b>Total For Check # 331620</b>			<b>1,148.05</b>
08/14/2025	331626	507 BEN E KEITH-OKLAHOMA		67082085	BLANKET PO FOR FOOD CONCESSIONS	1106002  560670		2026/2	315.94
				67082130	BLANKET PO FOR FOOD CONCESSIONS	1106002  560670		2026/2	846.25
				67071225	BLANKET PO FOR FOOD CONCESSIONS	1106002  560670		2026/2	397.21
				67066064	BLANKET PO FOR FOOD CONCESSIONS	1106002  560670		2026/2	949.51
				67088896	BLANKET PO FOR FOOD CONCESSIONS	1106002  560670		2026/2	743.65
						<b>Total For Check # 331626</b>			<b>3,252.56</b>
08/14/2025	331629	1115 BROKEN ARROW ECONOMIC		1337	1337 JULY 15, 2025	1101315  550280		2026/2	25,000.00
						<b>Total For Check # 331629</b>			<b>25,000.00</b>
08/14/2025	331631	20 BROKEN ARROW LAWN &		124174	BLANKET PO FOR MISC	1106005  560230		2026/2	113.97
				124179	BLANKET PO FOR MISC	1106003  560240		2026/2	386.99
				124176	BLANKET PO FOR MISC	1106000  560230		2026/2	64.37
				123998	BLANKET PO FOR MISC	1106000  560310		2026/2	37.99
						<b>Total For Check # 331631</b>			<b>603.32</b>
08/14/2025	331635	37 CINTAS CORPORATION		9331888083	CITY COUNCIL APPROVED 05/07/24	1101102  540330		2026/2	99.00
				9331860105	CITY COUNCIL APPROVED 05/07/24	1101102  540330		2026/2	99.00
				9331860100	CITY COUNCIL APPROVED 05/07/24	1101102  540330		2026/2	99.00
				9331856205	CITY COUNCIL APPROVED 05/07/24	1101102  540330		2026/2	99.00
				9331855531	CITY COUNCIL APPROVED 05/07/24	1101102  540330		2026/2	99.00
				9331856175	CITY COUNCIL APPROVED 05/07/24	1101102  540330		2026/2	99.00
				9331803663	CITY COUNCIL APPROVED 05/07/24	1101102  540330		2026/2	99.00
				9331794162	CITY COUNCIL APPROVED 05/07/24	1101102  540330		2026/2	198.00
				9331803654	CITY COUNCIL APPROVED 05/07/24	1101102  540330		2026/2	99.00
				5283833708	BLANKET PO FOR ALL DEPARTMENT	1106002  560230		2026/2	7.53
				5283833705	BLANKET PO FOR ALL DEPARTMENT	1106002  560230		2026/2	195.71
				5283833704	BLANKET PO FOR ALL DEPARTMENT	1106002  560230		2026/2	191.19
				5283833703	BLANKET PO FOR ALL DEPARTMENT	1106002  560230		2026/2	189.51
				9331960271	CITY COUNCIL APPROVED 05/07/24	1101102  540330		2026/2	99.00
				9331933408	CITY COUNCIL APPROVED 05/07/24	1101102  540330		2026/2	99.00
				9331967909	CITY COUNCIL APPROVED 05/07/24	1101102  540330		2026/2	99.00
				9331971477	CITY COUNCIL APPROVED 05/07/24	1101102  540330		2026/2	99.00
				9331971490	CITY COUNCIL APPROVED 05/07/24	1101102  540330		2026/2	99.00
				9331971742	CITY COUNCIL APPROVED 05/07/24	1101102  540330		2026/2	99.00
				9331972058	CITY COUNCIL APPROVED 05/07/24	1101102  540330		2026/2	99.00
				9331972053	CITY COUNCIL APPROVED 05/07/24	1101102  540330		2026/2	99.00
				9331979058	CITY COUNCIL APPROVED 05/07/24	1101102  540330		2026/2	99.00
				9331979047	CITY COUNCIL APPROVED 05/07/24	1101102  540330		2026/2	198.00
				9331971496	CITY COUNCIL APPROVED 05/07/24	1101102  540330		2026/2	198.00
				9331970768	CITY COUNCIL APPROVED 05/07/24	1101102  540330		2026/2	297.00
				9331971737	CITY COUNCIL APPROVED 05/07/24	1101102  540330		2026/2	297.00
				9331970773	CITY COUNCIL APPROVED 05/07/24	1101102  540330		2026/2	396.00
				5284911604	BLANKET PO FOR ALL DEPARTMENT	1101400  560230		2026/2	242.71
				5284911603	MONTHLY SUPPLIES CHECK	1101102  560230		2026/2	83.78
						<b>Total For Check # 331635</b>			<b>4,177.43</b>

City of Broken Arrow  
Check Register by Fund



CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
08/14/2025	331636	996 CITY OF BROKEN ARROW		170058	Payroll Run 1 - Warrant 250801	110 [218180]		2026/2	423.32
				170058	Payroll Run 1 - Warrant 250801	110 [218360]		2026/2	3,744.35
						<b>Total For Check # 331636</b>			<b>4,167.67</b>
08/14/2025	331638	1391 CLEAN THE UNIFORM CO		52147512	52147512 08/01/2025	1106002 [540330]		2026/2	33.17
				52147511	52147511 08/01/2025	1106000 [540310]		2026/2	103.44
				52147511	52147511 08/01/2025	1106000 [540330]		2026/2	0.34
				52147053	52147053 07/30/2025	1106000 [540310]		2026/2	33.04
				52147053	52147053 07/30/2025	1106003 [540310]		2026/2	51.42
				52146416	52146416 JULY 25, 2025	1101415 [540310]		2026/2	50.67
				52147506	52147506 AUG 1, 2025	1101415 [540310]		2026/2	50.67
				52145947	52145947 JULY 23, 2025	1106005 [540310]		2026/2	10.15
				52145947	52145947 JULY 23, 2025	1101700 [540330]		2026/2	24.49
				52147049	52147049 JULY 30, 2025	1106005 [540310]		2026/2	10.15
				52147049	52147049 JULY 30, 2025	1101700 [540330]		2026/2	9.79
				52148617	52148617 AUG 8, 2025	1101800 [540330]		2026/2	7.84
				52148146	CEMETERY BIMONTHLY MAT & DUST	1106005 [540330]		2026/2	1.32
						<b>Total For Check # 331638</b>			<b>386.49</b>
08/14/2025	331639	5323 COLUMN SOFTWARE PBC		B6BD5005-0207	B6BD5005-0207 JULY 15, 2025	1101700 [550050]		2026/2	32.71
				B6BD5005-0208	B6BD5005-0208 JULY 15, 2025	1101700 [550050]		2026/2	31.84
						<b>Total For Check # 331639</b>			<b>64.55</b>
08/14/2025	331641	882 COX COMMUNICATIONS		07669001 07242025	001 6311 076689001 JULY 24, 2025	1101700 [550220]		2026/2	626.45
				07669001 07242025	001 6311 076689001 JULY 24, 2025	1105300 [550220]		2026/2	84.34
				07669001 07242025	001 6311 076689001 JULY 24, 2025	1106000 [550220]		2026/2	227.08
				07669001 07242025	001 6311 076689001 JULY 24, 2025	1106001 [550220]		2026/2	150.09
				07669001 07242025	001 6311 076689001 JULY 24, 2025	1106002 [550220]		2026/2	296.53
				07669001 07242025	001 6311 076689001 JULY 24, 2025	1106004 [550220]		2026/2	112.98
				07669001 07242025	001 6311 076689001 JULY 24, 2025	1101200 [550540]		2026/2	361.97
				07669001 07242025	001 6311 076689001 JULY 24, 2025	1101315 [550540]		2026/2	56.59
				07669001 07242025	001 6311 076689001 JULY 24, 2025	1101700 [550540]		2026/2	1,467.00
				07669001 07242025	001 6311 076689001 JULY 24, 2025	1105300 [550540]		2026/2	311.35
				07669001 07242025	001 6311 076689001 JULY 24, 2025	1105310 [550540]		2026/2	138.99
				07669001 07242025	001 6311 076689001 JULY 24, 2025	1106000 [550540]		2026/2	704.97
				07669001 07242025	001 6311 076689001 JULY 24, 2025	1106001 [550540]		2026/2	183.93
				07669001 07242025	001 6311 076689001 JULY 24, 2025	1106002 [550540]		2026/2	450.97
				07669001 07242025	001 6311 076689001 JULY 24, 2025	1106004 [550540]		2026/2	355.98
				07669001 07242025	001 6311 076689001 JULY 24, 2025	1106005 [550540]		2026/2	98.99
						<b>Total For Check # 331641</b>			<b>5,628.21</b>
08/14/2025	331642	4868 MATRIX IMAGING SOLUTIONS,		DP2503935	UTILITY BILL PRINTING	1101310 [550360]		2026/2	74.27
						<b>Total For Check # 331642</b>			<b>74.27</b>
08/14/2025	331650	64 FEDERAL EXPRESS		8-940-49988	1119-1744-2 JULY 31, 2025 8-940-49988	1101700 [550390]		2026/2	7.49
						<b>Total For Check # 331650</b>			<b>7.49</b>

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08/14/2025	331651	1231 AT&T MOBILITY LLC		DVR072025	ACCT # 500634737 07/05-08/04/2025	1101010  550540		2026/2	35.50
				DVR072025	ACCT # 500634737 07/05-08/04/2025	1101102  550540		2026/2	64.00
				DVR072025	ACCT # 500634737 07/05-08/04/2025	1101200  550540		2026/2	362.25
				DVR072025	ACCT # 500634737 07/05-08/04/2025	1101315  550540		2026/2	32.00
				DVR072025	ACCT # 500634737 07/05-08/04/2025	1101400  550540		2026/2	12.75
				DVR072025	ACCT # 500634737 07/05-08/04/2025	1101501  550540		2026/2	64.00
				DVR072025	ACCT # 500634737 07/05-08/04/2025	1101800  550540		2026/2	25.50
				DVR072025	ACCT # 500634737 07/05-08/04/2025	1105300  550540		2026/2	32.50
				DVR072025	ACCT # 500634737 07/05-08/04/2025	1105310  550540		2026/2	128.00
					<b>Total For Check # 331651</b>				<b>756.50</b>
08/14/2025	331653	153 GELCO UNIFORMS & SHOES		00300430	BLANKET PO FOR UNIFORMS/BOOTS	1106002  560100		2026/2	200.00
					<b>Total For Check # 331653</b>				<b>200.00</b>
08/14/2025	331654	1256 GEODECA LLC		190906CD	1909068CD 07/30/2025	1101400  530870		2026/2	275.00
					<b>Total For Check # 331654</b>				<b>275.00</b>
08/14/2025	331655	3223 GORDON OUTDOOR		43100	43100 AUG 1, 2025	1101315  530870		2026/2	750.00
					<b>Total For Check # 331655</b>				<b>750.00</b>
08/14/2025	331657	1626 GOVERNMENTJOBS.COM INC.		INV-141415	INV-141415 07/30/2025	1101102  540550		2026/2	27,701.34
					<b>Total For Check # 331657</b>				<b>27,701.34</b>
08/14/2025	331659	76 GRAINGER		9594074438	470W85 Full body harness, XL	1106003  560100		2026/2	191.69
				9594074438	470W85 Full body harness, XL	1106000  560240		2026/2	728.34
				9560644271	5WRZ6 Male Conn 5/16 ODx1/4 NPT	1106000  560180		2026/2	83.94
					<b>Total For Check # 331659</b>				<b>1,003.97</b>
08/14/2025	331661	1244 GRANICUS, INC.		211230	211230 AUG 1, 2025	1101400  540550		2026/2	3,689.50
					<b>Total For Check # 331661</b>				<b>3,689.50</b>
08/14/2025	331671	1206 ID WHOLESALER		INV7600063	Printer Ink for ID Machines	1106002  560030		2026/2	198.00
					<b>Total For Check # 331671</b>				<b>198.00</b>
08/14/2025	331674	3829 J & A TRAFFIC PRODUCTS		40318	12"x36" R1-6a Stop for Ped (main st)	1105315  560360		2026/2	2,262.40
					<b>Total For Check # 331674</b>				<b>2,262.40</b>
08/14/2025	331676	124 KIMS INTERNATIONAL		0152247-IN	BLANKET PO - MISC. FITTINGS	1106000  560200		2026/2	38.64
					<b>Total For Check # 331676</b>				<b>38.64</b>
08/14/2025	331681	499 LESLIES POOL SUPPLIES INC		00727-02-091391	Blanket PO for Parks	1106002  560340		2026/2	289.35
					<b>Total For Check # 331681</b>				<b>289.35</b>
08/14/2025	331683	614 LIGHTING INC/BROKEN ARROW		S3380767.001	BLANKET PO FOR MISC. LIGHTING	1106004  560180		2026/2	271.50
					<b>Total For Check # 331683</b>				<b>271.50</b>
08/14/2025	331684	131 LOCKE SUPPLY COMPANY		56148639-00	BLANKET PO FOR PLUMBING &	1106004  560180		2026/2	98.04
				56148069-00	BLANKET PO FOR PLUMBING &	1106004  560180		2026/2	72.64
				56145256-00	BLANKET PO FOR PLUMBING &	1101700  560180		2026/2	116.83
					<b>Total For Check # 331684</b>				<b>287.51</b>
08/14/2025	331689	4797 MICHAEL SHANE FRAZIER		12122025	DEPOSIT FOR CAROLS AND COCOA	1101315  540280		2026/2	390.00
				11132025	DEPOSIT FOR CAROLS AND COCOA	1101315  540280		2026/2	500.00
					<b>Total For Check # 331689</b>				<b>890.00</b>
08/14/2025	331690	3574 MIRAMAR TRAFFIC & PARKING		8510	SIGNS BLANKS/25MPH SIGNS	1105300  560360		2026/2	1,423.70
					<b>Total For Check # 331690</b>				<b>1,423.70</b>
08/14/2025	331693	25 NAPA AUTO PARTS		018137	0461100520	1106000  560200		2026/2	-9.18
				018137	0461200220	1106000  560200		2026/2	-1.46

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				018137	7072534162	1106000  560200		2026/2	-21.80	
				018137	7653533440	1106000  560200		2026/2	-37.50	
				018137	K112215152	1106000  560200		2026/2	-1.48	
				018137	K564727410	1106000  560200		2026/2	-1.30	
				018137	K564734510	1106000  560200		2026/2	-150.43	
				018137	K565134140	1106000  560200		2026/2	-56.93	
				018137	0810106205	1106000  560200		2026/2	-16.30	
				018137	SF16	1106000  560200		2026/2	-8.67	
				018138	0461100620	1106000  560200		2026/2	29.19	
				018138	0810106206	1106000  560200		2026/2	19.68	
				018138	K576344252	1106000  560200		2026/2	2.47	
				018138	K595527410	1106000  560200		2026/2	4.32	
				018138	K595534110	1106000  560200		2026/2	233.47	
				018138	K595534120	1106000  560200		2026/2	45.41	
				018138	K595534140	1106000  560200		2026/2	55.61	
				018138	K595534162	1106000  560200		2026/2	29.19	
				018138	K595534310	1106000  560200		2026/2	11.50	
				018146	43644XP	1105300  560190		2026/2	4,066.68	
				018154	08256	1106000  560200		2026/2	91.88	
				018166	0135651880	1105300  560200		2026/2	76.66	
				018166	0135642336	1105300  560200		2026/2	39.54	
				018194	F013868	1105300  560190		2026/2	773.12	
				018195	CA6P1272	1106000  560190		2026/2	306.44	
				018204	0135625544	1105300  560200		2026/2	103.68	
				018219	2015983C1	1105300  560200		2026/2	86.92	
				018246	5728283	1105300  560200		2026/2	42.33	
				018246	1348	1105300  560200		2026/2	4.25	
				018246	5728286	1105300  560200		2026/2	43.37	
				018246	3635819	1105300  560200		2026/2	32.34	
				018246	15W40BULK	1105300  560210		2026/2	3.67	
				018256	3342860	1105300  560200		2026/2	437.11	
				018261	18309	1105300  560230		2026/2	99.94	
				17924	5012354R91	1105300  560200		2026/2	-480.00	
				018077	1009213	1106000  560200		2026/2	105.88	
				018077	1009216	1106000  560200		2026/2	117.57	
				018077		1106000  560200		2026/2	23.29	
				018079	42383506201	1106000  560200		2026/2	15.89	
				018079	42381200603	1106000  560200		2026/2	115.56	
				018079		1106000  560200		2026/2	3.55	
				018082	K597597530	1106000  560200		2026/2	108.71	
				018085	4298184	1106000  560200		2026/2	142.68	
				018085	4339006	1106000  560200		2026/2	152.88	
				018282	AN225001001	1105300  560200		2026/2	101.27	
				018282	AN125001002	1105300  560200		2026/2	90.04	
				018282	502	1105300  560200		2026/2	45.44	
				018282	XPRITE	1105300  560200		2026/2	45.50	
				018282	MC23PF	1105300  560200		2026/2	498.04	
				018287	15W40BULK	1105300  560200		2026/2	110.10	
				018287	7744XD	1105300  560200		2026/2	40.89	
				018287	3719	1105300  560200		2026/2	14.04	
				018287	6870	1105300  560200		2026/2	54.91	
				018288	TY22062	1106000  560210		2026/2	111.32	
				018290	GL1943002052	1106000  560190		2026/2	180.78	
				018294	122494	1105300  560210		2026/2	64.44	
				018294	HDRTU1GAL	1105300  560210		2026/2	25.74	
				018304	AUX14	1106000  560200		2026/2	109.79	
						<b>Total For Check # 331693</b>			<b>8,132.03</b>	
				08/14/2025	331694	018150		103008	1105300  560210	14.28
						018156		789DEF	1106000  560210	11.11

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	018156			018156	GR14CHTR	1106000  560210		2026/2	50.80
	018170			018170	3900706C1	1105300  560200		2026/2	39.88
	018170			018170	2015983C1	1105300  560200		2026/2	43.46
	018172			018172	3900706C1	1105300  560200		2026/2	-39.88
	018188			018188	7060	1105300  560200		2026/2	4.25
	018188			018188	5W20BULK	1105300  560200		2026/2	18.36
	018188			018188	4579	1105300  560200		2026/2	7.11
	018188			018188	2725	1105300  560200		2026/2	15.92
	018228			018228	4025J	1105300  560210		2026/2	12.24
	018252			018252	0434903000	1105300  560200		2026/2	48.54
	018257			018257	60191B	1101400  560200		2026/2	9.20
	018257			018257	60211B	1101400  560200		2026/2	10.38
	018257			018257	6012A	1101400  560200		2026/2	6.68
	018257			018257	0W20BULK	1101400  560200		2026/2	23.10
	018257			018257	100010	1101400  560200		2026/2	4.55
	018257			018257	4017	1101400  560200		2026/2	8.00
	018257			018257	9756	1101400  560200		2026/2	14.86
	018263			018263	49005	1105300  560210		2026/2	16.48
	018263			018263	TY25797	1105300  560210		2026/2	25.60
	018265			018265	9082	1105300  560200		2026/2	12.77
	17914			17914	8229	1106000  560200		2026/2	51.11
	17914			17914	8229	1106000  560200		2026/2	9.00
	17927			17927	20811	1106000  560210		2026/2	23.61
	17927			17927	4025J	1106000  560210		2026/2	4.08
	17928			17928	7060	1105300  560200		2026/2	4.25
	17928			17928	5W20BULK	1105300  560210		2026/2	21.42
	17929			17929	4025J	1106000  560200		2026/2	12.24
	17929			17929	615	1106000  560200		2026/2	45.90
	17930			17930	3595990	1105300  560200		2026/2	3.78
	17930			17930	982	1105300  560210		2026/2	15.44
	17931			17931	6845BR	1106000  560200		2026/2	42.43
	17940			17940	73205492	1106000  560200		2026/2	36.28
	17940			17940		1106000  560200		2026/2	11.70
	018074			018074	25100601	1105300  560200		2026/2	35.29
	018078			018078	796596	1106000  560200		2026/2	3.40
	018078			018078	591137	1106000  560200		2026/2	70.07
	018092			018092	3900706C1	1105300  560200		2026/2	79.76
	018272			018272	FT7991	1105300  560200		2026/2	72.89
						<b>Total For Check # 331694</b>			<b>900.34</b>

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08/14/2025	331695			018136	70503	1106000  560230		2026/2	4.59
				018237	789DEF	1106000  560200		2026/2	11.11
				018240	0120C	1105300  560230		2026/2	5.59
				018249	98354	1101400  560230		2026/2	3.30
				018062	75110	1106000  560210		2026/2	3.72
				018306	94706	1106000  560200		2026/2	5.59
						<b>Total For Check # 331695</b>			<b>33.90</b>
08/14/2025	331696	4795 NATIONAL HIGHWAY		PS-INV126356	Stock Sign for Sign Shop	1105300  560360		2026/2	941.75
				PS-INV126304	Stock Sign for Sign Shop	1105300  560360		2026/2	1,034.78
						<b>Total For Check # 331696</b>			<b>1,976.53</b>
08/14/2025	331697	5098 NORTHEAST TECHNOLOGY		BIS-7456	BIS-7456 JULY 29, 2025	1101102  530870		2026/2	250.00
						<b>Total For Check # 331697</b>			<b>250.00</b>
08/14/2025	331701	96 OTA PIKEPASS CENTER		20250796019	20250796019 AUG 1, 2025	1105310  550030		2026/2	5.76
				20250796019	20250796019 AUG 1, 2025	1106002  550030		2026/2	0.41
				20250796019	20250796019 AUG 1, 2025	1101200  550030		2026/2	6.26
				20250796019	20250796019 AUG 1, 2025	1101310  550030		2026/2	0.82
				20250796019	20250796019 AUG 1, 2025	1101400  550030		2026/2	15.32
				20250796019	20250796019 AUG 1, 2025	1101415  550030		2026/2	44.45
				20250796019	20250796019 AUG 1, 2025	1101700  550030		2026/2	32.87
				20250796019	20250796019 AUG 1, 2025	1101800  550030		2026/2	12.62
				20250796019	20250796019 AUG 1, 2025	1105300  550030		2026/2	780.92
				20250796019	20250796019 AUG 1, 2025	1106000  550030		2026/2	35.31
						<b>Total For Check # 331701</b>			<b>934.74</b>
08/14/2025	331708	1493 RED WING BRANDS OF		754ST1-1142704	BLANKET - SAFETY SHOES	1101415  560100		2026/2	159.89
						<b>Total For Check # 331708</b>			<b>159.89</b>
08/14/2025	331711	5326 GERALD K JIMENEZ		1246	INV# 1246 08/01/2025	1106003  540280		2026/2	3,080.00
						<b>Total For Check # 331711</b>			<b>3,080.00</b>
08/14/2025	331715	834 SOFTWARE HOUSE		B20075184	Solarwinds Orion 2026	1101200  540550		2026/2	22,239.93
				B20075651	Additional Adobe Licenses	1101200  540550		2026/2	1,345.54
				B20072783	Blue Voyant 2026	1101200  540550		2026/2	151,529.00
						<b>Total For Check # 331715</b>			<b>175,114.47</b>
08/14/2025	331716	2144 SITE ONE LANDSCAPE SUPPLY		156421660-001	BLANKET PO FOR IRRIGATION	1106003  560230		2026/2	41.55
				156712760-001	BLANKET PO FOR IRRIGATION	1106003  560230		2026/2	299.46
				155935540-001	Oklahoma brown non-tumbled edger rock	1106000  560700		2026/2	400.00
						<b>Total For Check # 331716</b>			<b>741.01</b>
08/14/2025	331717	303 SMITH FARM & GARDEN CO		98660	BLANKET PO FOR MISC. PARTS	1106000  560310		2026/2	82.50
				95704	Echo SRM 2620T string trimmer	1106000  560240		2026/2	675.68
						<b>Total For Check # 331717</b>			<b>758.18</b>
08/14/2025	331720	1655 STEVEN LIDDELL SMITH		4390	INV#4390 08/09/2025	1101400  540280		2026/2	300.00
						<b>Total For Check # 331720</b>			<b>300.00</b>
08/14/2025	331721	3496 TEAM PROFESSIONAL		133723	DRUG & ALCOHOL TESTING - RANDOM	1101102  530020		2026/2	419.00
				133724	PRE EMPLOYMENT TESTING	1101102  530020		2026/2	1,260.00
						<b>Total For Check # 331721</b>			<b>1,679.00</b>

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		NAME	INVOICE	DESCRIPTION				
08/14/2025	331724	5436 THE ORSUS GROUP, INC	43738	43738 JULY 1-AUG 1, 2025	1101102  530870		2026/2	1,463.27
					<b>Total For Check # 331724</b>			<b>1,463.27</b>
08/14/2025	331727	1230 TULSA COUNTY	10014127	10014127 AUG 8, 2025	1101800  550360		2026/2	52.02
					<b>Total For Check # 331727</b>			<b>52.02</b>
08/14/2025	331728	255 TULSA COUNTY CLERK	186	INV#186 08/01/2025	1101700  550860		2026/2	520.00
					<b>Total For Check # 331728</b>			<b>520.00</b>
08/14/2025	331730	4412 TULSA HOME GUARD INC	41801	FIX GATE AT CEMETARY	1106005  540070		2026/2	550.00
					<b>Total For Check # 331730</b>			<b>550.00</b>
08/14/2025	331735	1324 ULINE	196219254	No Firearms Signs	1105315  560360		2026/2	231.60
			196017350	36-3684738 JULY 30, 2025	1101315  560230		2026/2	313.63
			196017350	36-3684738 JULY 30, 2025	1101315  560240		2026/2	260.00
					<b>Total For Check # 331735</b>			<b>805.23</b>
08/14/2025	331736	42 UNITED ENGINES INC	4141694	UNIT #2332	1105300  540200		2026/2	2,255.74
					<b>Total For Check # 331736</b>			<b>2,255.74</b>
08/14/2025	331742	24 WEST THOMSON REUTERS	852305307	852305307 08/01/2025	1101010  560280		2026/2	2,137.07
					<b>Total For Check # 331742</b>			<b>2,137.07</b>
08/14/2025	331743	1095 WINDSTREAM HOLDINGS II LLC	100738909 08052025	100738909 AUG 5, 2025 918-010-2321	1106002  550220		2026/2	156.64
			100738909 08052025	100738909 AUG 5, 2025 918-010-2321	1106004  550220		2026/2	345.62
			100738910 08052025	100738910 AUG 5, 2025 918-010-2322	1106005  550220		2026/2	171.51
			100642705 07282025	FY26 ANNUAL AGREEMENT	1101700  550220		2026/2	304.29
					<b>Total For Check # 331743</b>			<b>978.06</b>
08/14/2025	331745	264 YOUTH SERVICES OF TULSA	07/2025	JULY 2025 PER CONTRACT	1101700  550100		2026/2	2,500.00
			08/2025	AUG 2025 PER CONTRACT	1101700  550100		2026/2	2,500.00
					<b>Total For Check # 331745</b>			<b>5,000.00</b>
08/15/2025	331746	1697 JONATHAN BROWN	PDR 08172025	APWA PUBLIC WORKS EXPO 8/17-	1105300  550030		2026/2	119.60
					<b>Total For Check # 331746</b>			<b>119.60</b>
08/21/2025	331750	38 CITY OF BROKEN ARROW	PC 07/2025	PETTY CASH 07/2025	110  110300		2026/2	646.40
					<b>Total For Check # 331750</b>			<b>646.40</b>
08/21/2025	331753	1857 MICHAEL SPURGEON	MLG 08122025	MILEAGE REIMBURSEMENT - AUG 12,	1101300  550030		2026/2	178.04
					<b>Total For Check # 331753</b>			<b>178.04</b>
08/21/2025	331755	999900 OTP - AR REFUNDS	REC-032644-2025		11020  442030		2026/2	65.00
					<b>Total For Check # 331755</b>			<b>65.00</b>
08/21/2025	331756		REC-032645-2025		110  280300		2026/2	0.50
			REC-032645-2025		110  280300		2026/2	4.00
			REC-032645-2025		110  422010		2026/2	66.00
					<b>Total For Check # 331756</b>			<b>70.50</b>
08/21/2025	331758	999905 OTP - TORT CLAIMS	TRT1684.2025	PROPERTY DAMAGE ARISING FROM	1101700  550090		2026/2	683.23
					<b>Total For Check # 331758</b>			<b>683.23</b>
08/21/2025	331759	38 CITY OF BROKEN ARROW	PC 04/2025A	PETTY CASH 04/2025A	110  110300		2025/12	479.56
			PC 05/2025	PETTY CASH 05/2025	110  110300		2025/12	343.81
			PC 06/2025	PETTY CASH 06/2025	110  110300		2025/12	183.42
					<b>Total For Check # 331759</b>			<b>1,006.79</b>

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08/21/2025	331760	2171 ABCO RENTS		6469	6469	1101400  540330	2514120	2025/12	2,454.83
						<b>Total For Check # 331760</b>			<b>2,454.83</b>
08/21/2025	331767	37 CINTAS CORPORATION		9323431045	BLANKET PO FOR MEDICAL SUPPLIES	1101102  540330		2025/12	99.00
				9327296416	BLANKET PO FOR MEDICAL SUPPLIES	1101315  540330		2025/12	50.00
						<b>Total For Check # 331767</b>			<b>149.00</b>
08/21/2025	331779	1214 OKLAHOMA DEPARTMENT OF		250611E31641	250611E31641	1106004  540070		2025/12	225.00
						<b>Total For Check # 331779</b>			<b>225.00</b>
08/21/2025	331780	5355 PUBLIC SAFETY ANSWER LLC	BROKENARROW-		PSA-BROKENARROW-060325	1101102  530870		2025/12	6,120.00
						<b>Total For Check # 331780</b>			<b>6,120.00</b>
08/21/2025	331786	2171 ABCO RENTS		7433 DEPOSIT	7433 DEPOSIT	1101315  540330		2026/2	289.00
						<b>Total For Check # 331786</b>			<b>289.00</b>
08/21/2025	331788	149 AMERICAN ELECTRIC		183-137-4-1 07232025	951-183-137-4-1 JULY 23, 2025	1106004  550250		2026/2	5,772.71
				827-595-4-4 07292025	955-827-595-4-4 JULY 29, 2025	1106002  550250		2026/2	18,001.58
				827-595-4-4 07292025	955-827-595-4-4 JULY 29, 2025	1106000  550460		2026/2	648.65
				937-903-0-2 07312025	959-937-903-0-2 JULY 31, 2025	1106000  550250		2026/2	5,549.23
				937-903-0-2 07312025	959-937-903-0-2 JULY 31, 2025	1106000  550400		2026/2	2,544.89
				937-903-0-2 07312025	959-937-903-0-2 JULY 31, 2025	1106000  550410		2026/2	1,454.05
				937-903-0-2 07312025	959-937-903-0-2 JULY 31, 2025	1106000  550420		2026/2	3,540.39
				937-903-0-2 07312025	959-937-903-0-2 JULY 31, 2025	1106000  550430		2026/2	841.52
				058-747-0-7 07312025	959-058-747-0-7 JULY 31, 2025 8800 S	1106000  550410		2026/2	223.90
				308-466-0-4 07312025	959-937-903-0-2 JULY 31, 2025 1205 W	1106000  550400		2026/2	73.54
				550-797-0-3 07312025	959-937-903-0-2 JULY 31, 2025 1900 W	1106000  550410		2026/2	161.34
				454-130-1-4 07302025	FY26 ANNUAL AGREEMENT 956-454-130-	1105310  550250		2026/2	263.58
				284-103-0-3 07282025	FY26 ANNUAL AGREEMENT 953-284-103-	1105315  550250		2026/2	374.40
						<b>Total For Check # 331788</b>			<b>39,449.78</b>
08/21/2025	331790	1656 ALLEGIANT PRECAST		18551	Monument pads-Deano Klein	1106005  560270		2026/2	1,578.00
						<b>Total For Check # 331790</b>			<b>1,578.00</b>
08/21/2025	331791	4940 ALPHA AWARDS AND		INV-1241	INV-1241	1106002  560330		2026/2	120.00
						<b>Total For Check # 331791</b>			<b>120.00</b>
08/21/2025	331792	4935 AMAZON.COM SALES INC		1GLV-XQ4K-4YM4	Filter Strainers for Water Feature	1106002  560180		2026/2	22.36
				1P4L-3G9H-9LHL	Field Decoder for Maintenance	1106000  560180		2026/2	393.89
				1XWM-PDKM-P93R	Recreation Supplies for NPCC	1106002  560330		2026/2	16.97
				1WP4-YG4L-H9MG	Recreation Supplies	1106002  560330		2026/2	114.73
				1WTL-R6Q1-R9FH	Office Supplies	1101102  550890		2026/2	44.99
				1WTL-R6Q1-R9FH	Office Supplies	1101102  560030		2026/2	66.49
				1WTL-R6Q1-R9FH	Office Supplies	1101102  560230		2026/2	46.95
				11KQ-YPTV-CYHW	ADMIN LUNCH-CRICKETT MOORE	1101700  560230		2026/2	146.08
				14J9-FXWP-L694	Binoculars DEQ Grant Project String	1106002  560240	2660340	2026/2	1,583.10
				1VP4-N9HY-4YXH	ITEM: GOJO LTX-12 Touch-Free Foam	1106005  560230		2026/2	30.99
				1HHX-G3JD-14HX	ASAP-CRICKETT REQ FOR LUNCHEON	1101700  560230		2026/2	28.12
				1KVT-XHR7-M9D1	Helmet for Forestry	1106003  560100		2026/2	141.55
				163X-P3N7-7XYT	PARTY DECORATIONS	1101501  560230		2026/2	52.87
				1GRD-WKP6-6HL9	HEADSETS FOR NEW PHONE SYSTEM	1101501  560230		2026/2	514.62
						<b>Total For Check # 331792</b>			<b>3,203.51</b>
08/21/2025	331793	1007 AMERICAN SERVICES INC.		2981	2981 AUG 7, 2025	1106000  540280		2026/2	1,073.05
						<b>Total For Check # 331793</b>			<b>1,073.05</b>
08/21/2025	331796	4846 APAC-CENTRAL, INC.		7002289473	BLANKET PO FOR ASPHALT (PRIMARY	1105300  560800		2026/2	1,594.42
						<b>Total For Check # 331796</b>			<b>1,594.42</b>

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		NAME	INVOICE	DESCRIPTION				
08/21/2025	331797	1468 ARLEDGE & ASSOCIATES, P.C.	51417	51417	1101501 [530810]		2026/2	11,512.50
					<b>Total For Check # 331797</b>			<b>11,512.50</b>
08/21/2025	331798	5449 ARTISTIC PRINTS, LLC	5091	5091	1106002 [560330]		2026/2	947.00
					<b>Total For Check # 331798</b>			<b>947.00</b>
08/21/2025	331799	73 AT&T	9181053484 08012025	918 105-3484 322 4 AUG 1 2025	1101700 [550220]		2026/2	30.00
					<b>Total For Check # 331799</b>			<b>30.00</b>
08/21/2025	331800	885 ATWOOD DISTRIBUTING LP	3598	BLANKET PO SAFETY SHOES & MISC	1106000 [560230]		2026/2	7.99
			3589	BLANKET PO SAFETY SHOES & MISC	1106000 [560230]		2026/2	45.48
					<b>Total For Check # 331800</b>			<b>53.47</b>
08/21/2025	331805	507 BEN E KEITH-OKLAHOMA	67091997	BLANKET PO FOR FOOD CONCESSIONS	1106002 [560670]		2026/2	166.02
			67100074	BLANKET PO FOR FOOD CONCESSIONS	1106002 [560670]		2026/2	279.17
					<b>Total For Check # 331805</b>			<b>445.19</b>
08/21/2025	331806	1315 UNITED FORD SOUTH LLC	7810950	unit 1731	1105300 [540200]		2026/2	18,810.33
					<b>Total For Check # 331806</b>			<b>18,810.33</b>
08/21/2025	331808	4514 BRADLEY WERNER, LLC	24256	24256 AUG 1, 2025	1101010 [530080]		2026/2	1,925.00
					<b>Total For Check # 331808</b>			<b>1,925.00</b>
08/21/2025	331812	20 BROKEN ARROW LAWN &	124308	BLANKET PO FOR MISC	1106003 [560310]		2026/2	18.20
					<b>Total For Check # 331812</b>			<b>18.20</b>
08/21/2025	331813	297 C J MOLONEYS REST & PUB	AUG 6, 2025	AUG 6, 2025 LEADERSHIP LUNCH	1101700 [560230]		2026/2	1,044.00
					<b>Total For Check # 331813</b>			<b>1,044.00</b>
08/21/2025	331817	37 CINTAS CORPORATION	5284911607	BLANKET PO FOR ALL DEPARTMENT	1106002 [560230]		2026/2	41.47
			5284837709	BLANKET PO FOR ALL DEPARTMENT	1106002 [560230]		2026/2	19.39
			5284911608	BLANKET PO FOR ALL DEPARTMENT	1101200 [560230]		2026/2	3.64
			9331803666	BLANKET PO FOR ALL DEPARTMENT	1101102 [540330]		2026/2	48.41
			9331803657	BLANKET PO FOR ALL DEPARTMENT	1101415 [540330]		2026/2	50.00
					<b>Total For Check # 331817</b>			<b>162.91</b>
08/21/2025	331818	1391 CLEAN THE UNIFORM CO	52148610	52148610 AUG 8, 2025	1101415 [540310]		2026/2	54.35
			52148614	52148614 AUG 8, 2025	1106000 [540310]		2026/2	105.34
			52148614	52148614 AUG 8, 2025	1106000 [540330]		2026/2	0.34
			52148147	52148147 AUG 6, 2025	1106000 [540310]		2026/2	33.04
			52148147	52148147 AUG 6, 2025	1106003 [540310]		2026/2	51.42
			52149239	52149239	1101700 [540330]		2026/2	5.10
			52148616	52148616	1106002 [540330]		2026/2	3.14
			52148143	CLEAN 52148143 08/06/2025	1106005 [540310]		2026/2	10.15
			52148143	CLEAN 52148143 08/06/2025	1101700 [540330]		2026/2	24.49
					<b>Total For Check # 331818</b>			<b>287.37</b>
08/21/2025	331820	5323 COLUMN SOFTWARE PBC	9B37CAF5-0072	9B37CAF5-0072	1101410 [550050]		2026/2	111.78
					<b>Total For Check # 331820</b>			<b>111.78</b>
08/21/2025	331823	882 COX COMMUNICATIONS	064999903 08162025	FY26 ANNUAL AGREEMENT 001 6311	1105300 [550540]		2026/2	0.49
					<b>Total For Check # 331823</b>			<b>0.49</b>

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08/21/2025	331825	4794 DAIOHS FIRST CHOICE		TU-578606	TU-578606	1101501  560230		2026/2	39.30
				TU-578606	TU-578606	1101400  560230		2026/2	160.36
						<b>Total For Check # 331825</b>			<b>199.66</b>
08/21/2025	331827	2449 DAVIS SUPPLY CO		0022529792-001	BLANKET PO FOR POOL SUPPLIES	1106002  560340		2026/2	17.04
						<b>Total For Check # 331827</b>			<b>17.04</b>
08/21/2025	331828	634 DELL MARKETING L.P.		10829614262	Epson WorkForce DS-970 Sheetfed	1101501  560240		2026/2	1,040.53
						<b>Total For Check # 331828</b>			<b>1,040.53</b>
08/21/2025	331837	1231 AT&T MOBILITY LLC		87319128175x08082025	287319128175X08082025	1101300  550220		2026/2	46.81
				87319128175x08082025	287319128175X08082025	1101415  550220		2026/2	659.84
				87319128175x08082025	287319128175X08082025	1105310  550220		2026/2	18.64
				87319128175x08082025	287319128175X08082025	1106000  550220		2026/2	37.28
				87319128175x08082025	287319128175X08082025	1106005  550220		2026/2	46.81
				87319128175x08082025	287319128175X08082025	1101010  550540		2026/2	74.22
				87319128175x08082025	287319128175X08082025	1101102  550540		2026/2	80.08
				87319128175x08082025	287319128175X08082025	1101200  550540		2026/2	428.72
				87319128175x08082025	287319128175X08082025	1101300  550540		2026/2	154.30
				87319128175x08082025	287319128175X08082025	1101310  550540		2026/2	40.04
				87319128175x08082025	287319128175X08082025	1101400  550540		2026/2	194.34
				87319128175x08082025	287319128175X08082025	1101410  550540		2026/2	222.66
				87319128175x08082025	287319128175X08082025	1101415  550540		2026/2	508.89
				87319128175x08082025	287319128175X08082025	1101501  550540		2026/2	86.85
				87319128175x08082025	287319128175X08082025	1101700  550540		2026/2	219.08
				87319128175x08082025	287319128175X08082025	1105300  550540		2026/2	24.74
				87319128175x08082025	287319128175X08082025	1105310  550540		2026/2	926.52
				87319128175x08082025	287319128175X08082025	1106000  550540		2026/2	264.68
				87319128175x08082025	287319128175X08082025	1106002  550540		2026/2	259.12
				87319128175x08082025	287319128175X08082025	1106004  550540		2026/2	43.04
						<b>Total For Check # 331837</b>			<b>4,336.66</b>
08/21/2025	331843	4157 GRAFFITI SOLUTIONS INC		33694	GSI elephant snot graffiti removal- 5gal.	1106000  560340		2026/2	555.00
						<b>Total For Check # 331843</b>			<b>555.00</b>
08/21/2025	331844	76 GRAINGER		9601622690	6FWH8 Trash Bag, 96 gal., PK50	1106000  560300		2026/2	163.28
						<b>Total For Check # 331844</b>			<b>163.28</b>
08/21/2025	331845	1244 GRANICUS, INC.		211955	211955 AUG 11, 2025	1101800  540550		2026/2	1,365.46
						<b>Total For Check # 331845</b>			<b>1,365.46</b>
08/21/2025	331856	115 INCOG		227599 A	FY26 ANNUAL AGREEMENT	1101400  530870		2026/2	1,707.67
						<b>Total For Check # 331856</b>			<b>1,707.67</b>
08/21/2025	331857	4736 DUSTIN MANLY		10000787	10000787 AUG11, 2025	1106002  540070		2026/2	350.00
						<b>Total For Check # 331857</b>			<b>350.00</b>
08/21/2025	331860	1560 JOHNNIE PARKS		SEPTEMBER 2025	CELL PHONE ALLOWANCE SEPT 2025	1101700  550220		2026/2	80.00
						<b>Total For Check # 331860</b>			<b>80.00</b>
08/21/2025	331861	5476 SHOW IT OFF LLC		50610987 DEPOSIT	50610987 DEPOSIT CHRISTMAS	1101315  550280		2026/2	1,720.40
						<b>Total For Check # 331861</b>			<b>1,720.40</b>
08/21/2025	331865	124 KIMS INTERNATIONAL		0152460-IN	BLANKET PO - MISC. FITTINGS	1106000  560200		2026/2	90.65
				0152488-IN	BLANKET PO - MISC. FITTINGS	1106000  560200		2026/2	69.64
						<b>Total For Check # 331865</b>			<b>160.29</b>
08/21/2025	331872	614 LIGHTING INC/BROKEN ARROW		S3382923.001	BLANKET PO FOR MISC. LIGHTING	1106004  560180		2026/2	21.33
				S3383707.001	BLANKET PO FOR MISC. LIGHTING	1106004  560180		2026/2	4.80
				S3384990.001	BLANKET PO FOR MISC. LIGHTING	1106002  560180		2026/2	275.24

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					<b>Total For Check # 331872</b>				<b>301.37</b>
08/21/2025	331873	131 LOCKE SUPPLY COMPANY		56209446-00	BLANKET PO FOR PLUMBING &	1101700  560180		2026/2	13.98
				56181599-00	BLANKET PO FOR PLUMBING &	1106002  560180		2026/2	96.72
					<b>Total For Check # 331873</b>				<b>110.70</b>
08/21/2025	331878	25 NAPA AUTO PARTS		018400	388BDM	1105300  560190		2026/2	653.96
				018422	3869550C1	1105300  560200		2026/2	59.76
				018422	2015983C1	1105300  560200		2026/2	86.92
				18110	42821200611	1106000  560200		2026/2	101.11
				18110		1106000  560200		2026/2	0.01
				18336	400013	1106000  560200		2026/2	12.88
				18336	K327224210	1106000  560200		2026/2	43.14
				18336	3972	1106000  560200		2026/2	6.48
				18336	1064	1106000  560200		2026/2	6.50
				18336	9978	1106000  560200		2026/2	22.65
				18336	9968	1106000  560200		2026/2	31.93
				18336	15W40BULK	1106000  560210		2026/2	14.68
				18341	PR422747	1106000  560190		2026/2	291.88
				18343	A0694214000	1105300  560200		2026/2	33.43
				18343	VCCT77421A2C	1105300  560200		2026/2	181.10
				18343	5273379	1105300  560200		2026/2	60.56
				018430	355100	1106000  560200		2026/2	252.77
				018432	GRP65	1106000  560200		2026/2	223.86
				018432	GRP65	1106000  560200		2026/2	73.00
				018434	K597597530	1106000  560200		2026/2	108.71
				018453	8200005	1105300  560200		2026/2	458.34
				018454	A040816000	1105300  560200		2026/2	2,258.32
				018454		1105300  560200		2026/2	50.00
				018457	F013868	1105310  560190		2026/2	773.12
				018475	910170SRV	1105300  560200		2026/2	851.29
				018475		1105300  560200		2026/2	32.81
				018377	CA009562030	1105300  560200		2026/2	110.81
				018385	388BDM	1105300  560190		2026/2	1,307.92
				018582	11106231	1105300  560200		2026/2	18.72
				018582	120100	1105300  560200		2026/2	2.76
				018582	391838A1	1105300  560200		2026/2	28.17
				018582	391845A1	1105300  560200		2026/2	8.10
				018582	391847A1	1105300  560200		2026/2	28.17
				018582	395387A1	1105300  560200		2026/2	8.10
				018582	47497194	1105300  560200		2026/2	93.57
				018582	47632780	1105300  560200		2026/2	217.87
				018582	800438	1105300  560200		2026/2	5.59
				018582	84202185	1105300  560200		2026/2	18.22
				018582	84224317	1105300  560200		2026/2	221.53
				018582	84224345	1105300  560200		2026/2	16.47
				018582	84224388	1105300  560200		2026/2	13.58
				018582	84224389	1105300  560200		2026/2	15.12
				018582	84341388	1105300  560200		2026/2	1,131.04
				018582	84381320	1105300  560200		2026/2	101.51
				018582	85700654	1105300  560200		2026/2	49.92
				018582	87023526	1105300  560200		2026/2	7.79
				018582	87400794	1105300  560200		2026/2	72.97
				018582	87400795	1105300  560200		2026/2	53.42
				018582	87517945	1105300  560200		2026/2	46.92
				018582	89511006	1105300  560200		2026/2	4.40
				018582	J939258	1105300  560200		2026/2	10.23
				018582		1105300  560200		2026/2	421.48
				018596	8475AAA	1106000  560200		2026/2	129.51
				018596	8475AAA	1106000  560200		2026/2	18.00

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				018605	33S8770019G1	1106000  560200		2026/2	952.24
				018606	K597597530	1106000  560200		2026/2	108.71
					<b>Total For Check #</b>	<b>331878</b>			<b>11,912.05</b>
08/21/2025	331879			018392	76684	1106000  560200		2026/2	77.76
				18101	85805	1106000  560210		2026/2	45.06
				18119	4025J	1106005  560210		2026/2	16.32
				18131	RTU1GAL	1106000  560210		2026/2	17.22
				18322	735300	1105300  560200		2026/2	53.00
				018437	NPB22	1105300  560200		2026/2	16.24
				018463	42821900303	1106000  560200		2026/2	70.00
				018463	42381290900	1106000  560200		2026/2	8.08
				018463	16561ZE3000	1106000  560200		2026/2	8.62
				018470	7182	1105300  560200		2026/2	10.71
				018470	15W40BULK	1105300  560210		2026/2	66.06
				018471	7076	1105300  560200		2026/2	7.17
				018471	3729	1105300  560200		2026/2	16.51
				018471	3123	1105300  560200		2026/2	13.07
				018471	15W40BULK	1105300  560210		2026/2	33.03
				018348	20LBS	1106000  560200		2026/2	95.29
				018348	AUX14	1106000  560200		2026/2	-109.79
				018362	30086R	1105300  560200		2026/2	24.44
				018373	254CC650055	1105300  560200		2026/2	37.00
				018376	75500	1106005  560210		2026/2	14.73
				018575	XRIDONSEN	1105300  560200		2026/2	37.77
				018575	BOOYU	1105300  560200		2026/2	33.32
				018586	FT8909F	1106000  560200		2026/2	69.86
				018586	2413	1106000  560230		2026/2	3.06
				018586	9080XL	1106000  560230		2026/2	16.67
				018604	XRIDONSEN	1105300  560200		2026/2	37.77
					<b>Total For Check #</b>	<b>331879</b>			<b>718.97</b>
08/21/2025	331880			018391	SW050	1105300  560230		2026/2	3.29
				018418	75110	1106000  560210		2026/2	7.44
				018421	P7997B2	1101200  560200		2026/2	1.70
				18108	WATER	1106000  560200		2026/2	2.72
				18130	27001	1106000  560200		2026/2	3.77
				18315	75100	1106000  560200		2026/2	7.52
				018428	MM12R	1106000  560210		2026/2	4.78
				018445	34874	1105310  560230		2026/2	5.00
				018607	784640	1105300  560200		2026/2	7.40
					<b>Total For Check #</b>	<b>331880</b>			<b>43.62</b>
08/21/2025	331884	98 OKLAHOMA NATURAL GAS CO		179333536 08132025	211107563 1793335 36 AUG 13 2025 8801	1106000  550240		2026/2	46.18
						<b>Total For Check #</b>	<b>331884</b>		<b>46.18</b>
08/21/2025	331886	3992 OMNI LIGHTING INC		INV-36925 DEPOSIT	INV-36925 DEPOSIT	1101315  550280		2026/2	1,989.00
						<b>Total For Check #</b>	<b>331886</b>		<b>1,989.00</b>
08/21/2025	331893	201 ROYAL PRINTING		66749	66749	1101700  550360		2026/2	10.20
						<b>Total For Check #</b>	<b>331893</b>		<b>10.20</b>
08/21/2025	331897	81 SHERWIN WILLIAMS CO		61913119790725	BLANKET PO FOR PAINT SUPPLIES	1106000  560230		2026/2	31.95
						<b>Total For Check #</b>	<b>331897</b>		<b>31.95</b>
08/21/2025	331898	969 SHERWOOD CONSTRUCTION		283289	BLANKET PO (BACKUP BIDDER FOR	1105300  560800		2026/2	736.77
				283408	BLANKET PO (BACKUP BIDDER FOR	1105300  560800		2026/2	739.59
						<b>Total For Check #</b>	<b>331898</b>		<b>1,476.36</b>
08/21/2025	331900	2144 SITE ONE LANDSCAPE SUPPLY		156997488-001	BLANKET PO FOR IRRIGATION	1106000  560230		2026/2	33.29

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				156983391-001	BLANKET PO FOR IRRIGATION	1106003  560230		2026/2	51.02
				156849089-001	BLANKET PO FOR IRRIGATION	1106003  560230		2026/2	33.16
				156610736-001	BLANKET PO FOR IRRIGATION	1106000  560230		2026/2	288.58
				156573823-001	BLANKET PO FOR IRRIGATION	1106000  560230		2026/2	55.46
				156987188-001	BLANKET PO FOR IRRIGATION	1106000  560180		2026/2	276.45
				157100788-001	BLANKET PO FOR IRRIGATION	1106000  560230		2026/2	9.89
					<b>Total For Check # 331900</b>				<b>747.85</b>
08/21/2025	331902	1081 SOUTHERN AGRICULTURE		825422	BLANKET PO FOR DOG & CAT FOOD	1106002  560330		2026/2	18.95
				830094	BLANKET PO FOR DOG & CAT FOOD	1106002  560330		2026/2	15.94
					<b>Total For Check # 331902</b>				<b>34.89</b>
08/21/2025	331906	1104 TIGER, INC.		0725213752	0725213752	1106001  550240		2026/2	6.38
					<b>Total For Check # 331906</b>				<b>6.38</b>
08/21/2025	331912	1230 TULSA COUNTY		10013957	10013957 JULY 15, 2025	1101501  560030		2026/2	106.00
					<b>Total For Check # 331912</b>				<b>106.00</b>
08/21/2025	331915	2390 TULSA TECHNOLOGY CENTER		46151D86	46151D86	1101102  530870		2026/2	11,760.00
					<b>Total For Check # 331915</b>				<b>11,760.00</b>
08/21/2025	331916	949 TULSA WINNELSON COMPANY		634606 01	BLANKET PO MISC. PLUMBING	1106000  560180		2026/2	30.80
				635692 01	BLANKET PO MISC. PLUMBING	1106002  560180		2026/2	60.52
					<b>Total For Check # 331916</b>				<b>91.32</b>
08/21/2025	331926	48 WARREN POWER &		WO100297944	unit 2231	1105300  540200		2026/2	1,870.78
					<b>Total For Check # 331926</b>				<b>1,870.78</b>
08/21/2025	331932	26 WHITE STAR MACHINERY &		07355467	UNIT 1836	1105300  540200		2026/2	9,941.36
					<b>Total For Check # 331932</b>				<b>9,941.36</b>
08/21/2025	331935	3545 WYRICK ROBBINS YATES &		243761	243761 MATTER #031661.001	1101010  530080		2026/2	4,847.50
					<b>Total For Check # 331935</b>				<b>4,847.50</b>
					<b>Total For Fund 110</b>				<b>482,081.21</b>
					<b>Number of Invoices For Fund 110</b>				<b>564</b>

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08/14/2025	331526	4181 ERIN HOFENER	PDR 08172025	PER DIEM REQUEST - AUG 17, 2025	2271700 [550030]		2026/2	232.20
					<b>Total For Check # 331526</b>			<b>232.20</b>
08/14/2025	331620	1007 AMERICAN SERVICES INC.	2870	INV# 2870 07/31/2025	2271700 [540280]		2026/2	75.00
					<b>Total For Check # 331620</b>			<b>75.00</b>
08/14/2025	331641	882 COX COMMUNICATIONS	07669001 07242025	001 6311 076689001 JULY 24, 2025	2271700 [550540]		2026/2	52.40
					<b>Total For Check # 331641</b>			<b>52.40</b>
08/14/2025	331655	3223 GORDON OUTDOOR	43100	43100 AUG 1, 2025	2271700 [530870]		2026/2	750.00
					<b>Total For Check # 331655</b>			<b>750.00</b>
08/21/2025	331885	468 OKLAHOMA TOURISM &	87-19360	87-19360 JULY BROCHURES 2025	2271700 [530850]		2026/2	149.58
					<b>Total For Check # 331885</b>			<b>149.58</b>
08/21/2025	331894	5395 SAN JUANITA I URIA	205955	205955	2271700 [550280]		2026/2	200.00
					<b>Total For Check # 331894</b>			<b>200.00</b>
<b>Total For Fund 227</b>								<b>1,459.18</b>
<b>Number of Invoices For Fund 227</b>								<b>6</b>

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		NAME	INVOICE	DESCRIPTION				
08/21/2025	331923	868 COUNTRY FORD-MERCURY INC	84519	Oklahoma State Contract SW035 2025 Ford 3293504 [570020]		2635010	2026/2	47,544.20
								<b>47,544.20</b>
								<b>Total For Check # 331923</b>
								<b>47,544.20</b>
								<b>Total For Fund 329</b>
								<b>47,544.20</b>
								<b>Number of Invoices For Fund 329</b>
								<b>1</b>

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		NAME	INVOICE	DESCRIPTION				
08/14/2025	331575	4935 AMAZON.COM SALES INC	11WM-RFNR-3HHG	FD Conference Room HW	3303501  570150	2535040	2025/12	2,074.85
					<b>Total For Check # 331575</b>			<b>2,074.85</b>
08/14/2025	331580	29 CASCO INDUSTRIES INC	272683	New Brush Equipment Casco	3303501  570020	2535020	2025/12	1,077.00
					<b>Total For Check # 331580</b>			<b>1,077.00</b>
08/14/2025	331587	4613 JOSEPH Z EATON	0119	Labor for Upfit on New PD Vehicles	3303001  570020	2530010	2025/12	3,650.00
					<b>Total For Check # 331587</b>			<b>3,650.00</b>
08/14/2025	331609	1335 911 CUSTOM	59020B	Vehicle Equipment for New PD Vehicles	3303001  570020	2530140	2026/2	2,962.00
					<b>Total For Check # 331609</b>			<b>2,962.00</b>
08/14/2025	331614	4919 ADEMCO INC.	300303924	300303924 AUG 1, 2025	3301200  570170	2612060	2026/2	1,118.24
			300290380	CAMINO VILLA CITY HALL DOR	3301200  570170	2612060	2026/2	214.49
					<b>Total For Check # 331614</b>			<b>1,332.73</b>
08/14/2025	331716	2144 SITE ONE LANDSCAPE SUPPLY	156634717-001	Kasco 4400HVFX200 1HP, 240V single	3306000  570040	2660110	2026/2	4,020.82
					<b>Total For Check # 331716</b>			<b>4,020.82</b>
08/14/2025	331740	48 WARREN POWER &	P33766017	CITY COUNCIL APPROVED 07/14/25	3305300  570030	2653160	2026/2	377,177.00
			P33766017CM	CITY COUNCIL APPROVED 07/14/25	3305300  570030	2653160	2026/2	-377,177.00
			P3512301	CITY COUNCIL APPROVED 07/14/25	3305300  570030	2653160	2026/2	377,177.00
					<b>Total For Check # 331740</b>			<b>377,177.00</b>
08/21/2025	331765	29 CASCO INDUSTRIES INC	275213	Suppression Project nozzles	3303501  570170	2535060	2025/12	3,573.00
					<b>Total For Check # 331765</b>			<b>3,573.00</b>
08/21/2025	331773	831 GH2 ARCHITECTS, LLC	PA 13 201710	BA Iconic Gateway Park	3301700  570170	201710	2025/12	3,442.50
					<b>Total For Check # 331773</b>			<b>3,442.50</b>

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		NAME	INVOICE	DESCRIPTION				
08/21/2025	331801	2321 AVERY DENNISON CORP	61825429	Graphtec FC9000-140 (54") & Flexi	3305300  570030	2653180	2026/2	2,593.75
			61826314	Graphtec FC9000-140 (54") & Flexi	3305300  570030	2653180	2026/2	2,588.56
					<b>Total For Check # 331801</b>			<b>5,182.31</b>
08/21/2025	331828	634 DELL MARKETING L.P.	10830192797	Dell English-US backlit Keyboard with 82-	3301200  570170	2612030	2026/2	205.68
					<b>Total For Check # 331828</b>			<b>205.68</b>
08/21/2025	331841	831 GH2 ARCHITECTS, LLC	PA 14 201710	BA Iconic Gateway Park	3301700  570170	201710	2026/2	1,377.00
					<b>Total For Check # 331841</b>			<b>1,377.00</b>
08/21/2025	331868	4452 L3HARRIS TECHNOLOGIES INC	93457615	City Council Approved 7/14/2025 - Portable	3303501  570170	2635040	2026/2	247,799.79
					<b>Total For Check # 331868</b>			<b>247,799.79</b>
08/21/2025	331904	5297 KRISTOPHER A TAYLOR	673124	Mason labor and materials for large Park	3306000  570150	2360130	2026/2	2,600.00
					<b>Total For Check # 331904</b>			<b>2,600.00</b>
					<b>Total For Fund 330</b>			<b>656,474.68</b>
					<b>Number of Invoices For Fund 330</b>			<b>18</b>

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		NAME	INVOICE	DESCRIPTION				
08/14/2025	331707	5452 READINESS NETWORK INC.	2025-341	2025-341 JULY 29, 2025	3313001 [530870]	STEFOR	2026/2	15,165.05
					<b>Total For Check # 331707</b>			<b>15,165.05</b>
						<b>Total For Fund 331</b>		<b>15,165.05</b>
					<b>Number of Invoices For Fund 331</b>			<b>1</b>





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CHECK DATE	CHECK #	VENDOR			G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
		NAME	INVOICE	DESCRIPTION				
08/21/2025	331770	445 ECONOLITE CONTROL	INV231264	Repair controller-Gary Harris	3425300 [530350]		2025/12	524.00
					<b>Total For Check # 331770</b>			<b>524.00</b>
08/21/2025	331788	149 AMERICAN ELECTRIC	789-381-1-9 07292025	956-789-381-1-9 JULY 29, 2025	3425300 [550250]		2026/2	3,181.18
			452-844-0-4 07312025	959-452-844-0-4 JULY 31, 2025	3425300 [550250]		2026/2	2,435.59
			983-871-0-9 07302025	954-983-871-0-9 JULY 30, 2025 3101 E	3425300 [550250]		2026/2	24.03
			111-611-0-2 07312025	954-111-611-0-2 JULY 31, 2025 BROKEN	3425300 [550250]		2026/2	29,110.24
					<b>Total For Check # 331788</b>			<b>34,751.04</b>
08/21/2025	331873	131 LOCKE SUPPLY COMPANY	56152102-00	BLANKET PO FOR PLUMBING &	3425300 [560230]		2026/2	25.87
			56197514-00	BLANKET PO FOR PLUMBING &	3425300 [560230]		2026/2	100.45
					<b>Total For Check # 331873</b>			<b>126.32</b>
					<b>Total For Fund 342</b>			<b>35,401.36</b>
					<b>Number of Invoices For Fund 342</b>			<b>7</b>

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		NAME	INVOICE	DESCRIPTION				
08/14/2025	331583	1275 ERGON ASPHALT &	9403476061	BLANKET PO - OIL (CRS2)	3435300  570150	ST24050	2025/12	2,670.94
					<b>Total For Check # 331583</b>			<b>2,670.94</b>
08/14/2025	331733	1496 TWIN CITIES READY MIX INC	307644	BLANKET PO FOR MISC	3435300  570150	ST24270	2026/2	1,540.00
			307721	BLANKET PO FOR MISC	3435300  570150	ST24270	2026/2	1,001.00
					<b>Total For Check # 331733</b>			<b>2,541.00</b>
08/21/2025	331761	4394 ACTION SAFETY SUPPLY CO,	PA 2 ST25140	CITY COUNCIL APPROVED 04/01/25	3435300  570150	ST25140	2025/12	14,310.91
					<b>Total For Check # 331761</b>			<b>14,310.91</b>
08/21/2025	331771	1275 ERGON ASPHALT &	9403457914	BLANKET PO - OIL (CRS2)	3435300  570150	ST24050	2025/12	3,520.06
			9403464527	BLANKET PO - OIL (CRS2)	3435300  570150	ST24050	2025/12	3,866.29
					<b>Total For Check # 331771</b>			<b>7,386.35</b>
08/21/2025	331796	4846 APAC-CENTRAL, INC.	7002289534	BLANKET PO FOR ASPHALT (PRIMARY	3435300  570150	ST26130	2026/2	2,612.32
					<b>Total For Check # 331796</b>			<b>2,612.32</b>
08/21/2025	331835	1275 ERGON ASPHALT &	9403516167	BLANKET PO - OIL (CRS2)	3435300  570150	ST26030	2026/2	2,802.87
			9403518826	BLANKET PO - OIL (CRS2)	3435300  570150	ST26030	2026/2	2,506.57
					<b>Total For Check # 331835</b>			<b>5,309.44</b>
					<b>Total For Fund 343</b>			<b>34,830.96</b>
					<b>Number of Invoices For Fund 343</b>			<b>9</b>

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		NAME	INVOICE	DESCRIPTION				
08/14/2025	331525	5346 DAKOTA B. COOK	25-16	INSTRUCTOR FOR PROPER PATROL	3443001  530110		2026/2	3,900.00
					<b>Total For Check # 331525</b>			<b>3,900.00</b>
08/14/2025	331528	5168 LANCE C. ARNOLD	PDR 08282025	PER DIEM REQUEST - AUG 28-31, 2025	3443001  550030		2026/2	215.00
					<b>Total For Check # 331528</b>			<b>215.00</b>
08/14/2025	331534	835 STATE OF OKLAHOMA	08082025	COMPLETE BACKGROUND CHECK ACO	3443009  530110		2026/2	41.00
					<b>Total For Check # 331534</b>			<b>41.00</b>
08/14/2025	331574	822 ADDCO ELECTRIC INC.	26629	HANG POLICE SIGN ON PSC BUILDING	3443001  540070		2025/12	2,449.73
					<b>Total For Check # 331574</b>			<b>2,449.73</b>
08/14/2025	331584	1231 AT&T MOBILITY LLC	DVR062025	ACCT # 500634737 06/05-07/04/2025	3443001  550540		2025/12	1,111.25
					<b>Total For Check # 331584</b>			<b>1,111.25</b>
08/14/2025	331586	4320 HILL'S PET NUTRITION SALES	253661169	Food for the animals	3443009  560230		2025/12	302.65
					<b>Total For Check # 331586</b>			<b>302.65</b>
08/14/2025	331593	25 NAPA AUTO PARTS	15973	CTXMS40185	3443001  560200		2025/12	151.13
			15973	TXMS40862	3443001  560200		2025/12	44.82
			15973	TXMS40861	3443001  560200		2025/12	44.82
			15980	7768024	3443001  560200		2025/12	49.31
			15983	7502	3443001  560200		2025/12	4.15
			15983	20811	3443001  560210		2025/12	23.61
			15983	115	3443001  560210		2025/12	14.44
			15983	5W20BULK	3443001  560210		2025/12	20.28
			15984	7060	3443001  560200		2025/12	4.15
			15984	4048	3443001  560200		2025/12	8.70
			15984	9746	3443001  560200		2025/12	17.65
			15984	20811	3443001  560210		2025/12	23.61
			15984	115	3443001  560210		2025/12	14.44
			15984	5W20BULK	3443001  560210		2025/12	23.66
			16005	2131576	3443001  560200		2025/12	12.29
			16006	FTC50820	3443001  560200		2025/12	58.00
			16007	FTC50820	3443001  560200		2025/12	58.00
			16008	BR3Z12B579A	3443001  560200		2025/12	150.51
					<b>Total For Check # 331593</b>			<b>723.57</b>
08/14/2025	331603	1230 TULSA COUNTY	10006958COR	10006958COR	3443001  550360		2025/12	20.00
					<b>Total For Check # 331603</b>			<b>20.00</b>

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08/14/2025	331610	5216 918 WRECKER SERVICE INC.	25-290718	25-290718 AUG 5, 2025	3443001  540200		2026/2	60.00
					<b>Total For Check # 331610</b>			<b>60.00</b>
08/14/2025	331613	822 ADDCO ELECTRIC INC.	26720	FIXED AC AT ANIMAL SHELTER	3443009  540070		2026/2	468.72
					<b>Total For Check # 331613</b>			<b>468.72</b>
08/14/2025	331615	489 ADMIRAL EXPRESS LLC	207661-S	207661-S JULY 31, 2025	3443001  560030		2026/2	144.44
					<b>Total For Check # 331615</b>			<b>144.44</b>
08/14/2025	331618	4935 AMAZON.COM SALES INC	1TL6-L1X4-MLMX	Adoption Event Supplies	3443009  560230		2026/2	100.05
					<b>Total For Check # 331618</b>			<b>100.05</b>
08/14/2025	331624	807 B&H PHOTO	236055793	Camera lighting equipment for Training Unit.	3443001  560230		2026/2	114.12
			236055793	Camera lighting equipment for Training Unit.	3443001  560240		2026/2	1,179.93
					<b>Total For Check # 331624</b>			<b>1,294.05</b>
08/14/2025	331627	1315 UNITED FORD SOUTH LLC	7810896	UNIT 1572	3443001  540200		2026/2	2,054.74
					<b>Total For Check # 331627</b>			<b>2,054.74</b>
08/14/2025	331632	344 BROWNELLS INC	2025412235342	Gun cleaning supplies for academy class	3443001  560320		2026/2	868.07
					<b>Total For Check # 331632</b>			<b>868.07</b>
08/14/2025	331633	1047 CHARM-TEX	0412767-IN	Items for inmates	3443008  560230		2026/2	944.00
					<b>Total For Check # 331633</b>			<b>944.00</b>
08/14/2025	331636	996 CITY OF BROKEN ARROW	170058	Payroll Run 1 - Warrant 250801	344  218180		2026/2	716.65
			170058	Payroll Run 1 - Warrant 250801	344  218360		2026/2	5,513.11
					<b>Total For Check # 331636</b>			<b>6,229.76</b>
08/14/2025	331641	882 COX COMMUNICATIONS	07669001 07242025	001 6311 076689001 JULY 24, 2025	3443001  550220		2026/2	594.17
			07669001 07242025	001 6311 076689001 JULY 24, 2025	3443009  550220		2026/2	76.26
			07669001 07242025	001 6311 076689001 JULY 24, 2025	3443001  550540		2026/2	1,999.83
			07669001 07242025	001 6311 076689001 JULY 24, 2025	3443009  550540		2026/2	5.27
					<b>Total For Check # 331641</b>			<b>2,675.53</b>
08/14/2025	331643	634 DELL MARKETING L.P.	10829382518	Upgraded Computer Monitors for PD	3443001  560240	2630270	2026/2	31,162.32
					<b>Total For Check # 331643</b>			<b>31,162.32</b>
08/14/2025	331651	1231 AT&T MOBILITY LLC	DVR072025	ACCT # 500634737 07/05-08/04/2025	3443001  550540		2026/2	1,156.00

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			DVR072025	ACCT # 500634737 07/05-08/04/2025	3443003  550540		2026/2	32.00
					<b>Total For Check # 331651</b>			<b>1,188.00</b>
08/14/2025	331656	4344 GORFAM MARKETING INC	77386	Clothing Items for CNT	3443001  560100		2026/2	434.00
			77385	Clothing Items for CNT	3443001  560100		2026/2	222.00
			77388	Clothing Items for CNT	3443001  560100		2026/2	126.00
					<b>Total For Check # 331656</b>			<b>782.00</b>
08/14/2025	331658	5026 DALE GRAHAM	000242	CLEANING AND ISPECTIONS FOR UNIT AT	3443001  540070		2026/2	759.00
			000246	CLEANING AND ISPECTIONS FOR UNIT AT	3443001  540070		2026/2	1,806.00
					<b>Total For Check # 331658</b>			<b>2,565.00</b>
08/14/2025	331665	2219 H&H SHOOTING SPORTS	2558302	Glock G45 and COA combo pistol purchase	3443001  560240		2026/2	53,436.00
					<b>Total For Check # 331665</b>			<b>53,436.00</b>
08/14/2025	331672	115 INCOG	E-002377	AUG 2025 BILLING BY JURISDICTION & BA	3443006  550220		2026/2	13,806.74
					<b>Total For Check # 331672</b>			<b>13,806.74</b>
08/14/2025	331673	4736 DUSTIN MANLY	10000774	10000774 AUG 5, 2025	3443001  540070		2026/2	250.00
					<b>Total For Check # 331673</b>			<b>250.00</b>
08/14/2025	331677	3876 KRISTI WITTLICH	JULY 31, 2025	Professional Services Veterinary Consult	3443009  530870		2026/2	552.00
					<b>Total For Check # 331677</b>			<b>552.00</b>
08/14/2025	331685	2355 LOCKEDINRN	08042025	Visiting Nurse FOR AUG 4-8, 2025	3443008  530870		2026/2	307.08
					<b>Total For Check # 331685</b>			<b>307.08</b>
08/14/2025	331687	3658 MALLORY SAFETY AND SUPPLY	6224539	Police Gear and Duty Equipment	3443001  560100		2026/2	298.55
					<b>Total For Check # 331687</b>			<b>298.55</b>
08/14/2025	331693	25 NAPA AUTO PARTS	018134	IC533	3443001  560200		2026/2	125.67
			018134	700399	3443001  560200		2026/2	48.67
			018145	55038042AJ	3443001  560200		2026/2	240.28
			018173	7502	3443001  560200		2026/2	4.25
			018173	4068	3443001  560200		2026/2	5.32
			018173	6935	3443001  560200		2026/2	9.55
			018173	8465AAA	3443001  560200		2026/2	129.51
			018173	8465AAA	3443001  560200		2026/2	18.00
			018173	8465AAA	3443001  560200		2026/2	-18.00
			018173	20811	3443001  560210		2026/2	23.61

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				018173	115	3443001  560210		2026/2	14.44
				018173	5W20BULK	3443001  560210		2026/2	18.36
				018182	F000702	3443001  560190		2026/2	148.60
				018193	DB5Z9H307C	3443001  560200		2026/2	379.80
				018230	F011685	3443001  560190		2026/2	384.56
				018244	13540600	3443001  560190		2026/2	343.24
				018245	FB5Z6038B	3443001  560200		2026/2	146.42
				018264	F000702	3443001  560190		2026/2	148.60
				17907	4211	3443001  560200		2026/2	14.22
				17907	100255	3443001  560200		2026/2	4.25
				17907	200942	3443001  560200		2026/2	15.75
				17907	20811	3443001  560210		2026/2	23.61
				17907	115	3443001  560210		2026/2	14.44
				17907	0W20BULK	3443001  560210		2026/2	30.80
				17922	HB5Z14290B	3443001  560200		2026/2	931.86
				17923	AT4Z9E926B	3443001  560200		2026/2	229.13
				018073	940313	3443001  560200		2026/2	-135.27
				018088	F2GZ1A189A	3443001  560190		2026/2	148.66
						<b>Total For Check # 331693</b>			<b>3,448.33</b>
08/14/2025	331694			018169	626619	3443001  560200		2026/2	37.57
				018175	6552679	3443001  560200		2026/2	81.37
				018177	20811	3443001  560200		2026/2	23.61
				018177	7502	3443001  560200		2026/2	4.25
				018177	4068	3443001  560200		2026/2	5.32
				018177	6935	3443001  560200		2026/2	9.55
				018177	115	3443001  560210		2026/2	14.44
				018177	5W20BULK	3443001  560210		2026/2	18.36
				018184	6509	3443001  560200		2026/2	9.10
				018184	IC930	3443001  560200		2026/2	30.19
				018192	6552684	3443001  560200		2026/2	68.56
				018217	6935	3443001  560200		2026/2	9.55
				018217	4068	3443001  560200		2026/2	5.32
				018217	7502	3443001  560200		2026/2	4.25
				018217	20811	3443001  560210		2026/2	23.61
				018217	115	3443001  560210		2026/2	14.44
				018217	5W20BULK	3443001  560210		2026/2	18.36
				018218	7502	3443001  560200		2026/2	4.25
				018218	4068	3443001  560200		2026/2	5.32
				018218	6935	3443001  560200		2026/2	9.55

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	NAME	INVOICE		DESCRIPTION			
		018218		20811	3443001  560210	2026/2	23.61
		018218		115	3443001  560210	2026/2	14.44
		018218		5W20BULK	3443001  560210	2026/2	18.36
		018225		20811	3443001  560200	2026/2	23.61
		018225		115	3443001  560200	2026/2	14.44
		018225		5W20BULK	3443001  560200	2026/2	18.36
		018225		7502	3443001  560200	2026/2	4.25
		018225		4068	3443001  560200	2026/2	5.32
		018225		6935	3443001  560200	2026/2	9.55
		018229		6022PP	3443001  560210	2026/2	10.38
		018229		6026PP	3443001  560210	2026/2	12.21
		018241		6935	3443001  560200	2026/2	9.55
		018241		4068	3443001  560200	2026/2	5.32
		018241		7502	3443001  560200	2026/2	4.25
		018241		20811	3443001  560210	2026/2	23.61
		018241		115	3443001  560210	2026/2	14.44
		018241		5W20BULK	3443001  560210	2026/2	18.36
		018251		DB5Z6068A	3443001  560200	2026/2	73.19
		018260		F2GZ1A189A	3443001  560200	2026/2	74.33
		17908		7502	3443001  560200	2026/2	4.25
		17908		200316	3443001  560200	2026/2	12.73
		17908		5W30BULK	3443001  560210	2026/2	48.48
		17913		6022864	3443001  560200	2026/2	76.43
		17941		AF10452	3443001  560200	2026/2	72.26
		018090		7631113	3443001  560230	2026/2	21.39
		018284		7502	3443001  560200	2026/2	4.25
		018284		4068	3443001  560200	2026/2	5.32
		018284		6935	3443001  560200	2026/2	9.55
		018284		20811	3443001  560210	2026/2	23.61
		018284		115	3443001  560210	2026/2	14.44
		018284		5W20BULK	3443001  560210	2026/2	18.36
		018289		20811	3443001  560200	2026/2	23.61
		018289		115	3443001  560200	2026/2	14.44
		018289		0W20BULK	3443001  560200	2026/2	19.25
		018289		7060	3443001  560200	2026/2	4.25
		018292		20811	3443001  560200	2026/2	23.61
		018292		115	3443001  560200	2026/2	14.44
		018292		5W20BULK	3443001  560200	2026/2	18.36
		018292		7502	3443001  560200	2026/2	4.25
<b>Total For Check # 331694</b>						<b>1,207.83</b>	

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08/14/2025	331695		018147	RTU1DEX	3443001  560200		2026/2	9.30
			018155	RTU1DEX	3443001  560200		2026/2	9.30
			018171	5W30BULK	3443001  560210		2026/2	8.08
			17915	40012	3443001  560210		2026/2	2.84
			018080	75200	3443001  560210		2026/2	4.58
			018084	6414335	3443001  560200		2026/2	2.06
					<b>Total For Check # 331695</b>			<b>36.16</b>
08/14/2025	331704	4642 PROPIO LS, LLC	0303630725	0303630725 JULY 31, 2025	3443006  530870		2026/2	278.48
					<b>Total For Check # 331704</b>			<b>278.48</b>
08/14/2025	331719	4045 STEPHANIE BRADLEY	242	Professional Services by Dr. Bradley DVM	3443009  530870		2026/2	805.00
			244	Professional Services by Dr. Bradley DVM	3443009  530870		2026/2	780.00
					<b>Total For Check # 331719</b>			<b>1,585.00</b>
08/14/2025	331725	1266 TIGER WINDOW TINTING	INV-1420	INV-1420 AUG 5, 2025	3443001  540200		2026/2	124.20
					<b>Total For Check # 331725</b>			<b>124.20</b>
08/14/2025	331739	4810 VELOCITY SYSTEMS	78955	Vest Carrier for New SRT Member	3443001  560110		2026/2	1,522.00
					<b>Total For Check # 331739</b>			<b>1,522.00</b>
08/14/2025	331743	1095 WINDSTREAM HOLDINGS II LLC	100429341 08052025	100429341 AUG 5, 2025 035-100-3985	3443001  550220		2026/2	6,961.86
			100738908 08052025	100738908 AUG 5, 2025 918-010-2320	3443001  550220		2026/2	5,474.06
					<b>Total For Check # 331743</b>			<b>12,435.92</b>
08/21/2025	331749	5478 BLAKE BOWMAN	TRR SU2025	TUITION REIMBURSEMENT - SUMMER	3443008  530110		2026/2	683.70
					<b>Total For Check # 331749</b>			<b>683.70</b>
08/21/2025	331751	4450 JACK H OELKE	TRR SU2025	TUITION REIMBURSEMENT - SUMMER	3443001  530110		2026/2	1,154.00
					<b>Total For Check # 331751</b>			<b>1,154.00</b>
08/21/2025	331752	2289 JORDAN SAWYER	TRR SU2025	TUITION REIMBURSEMENT - SUMMER	3443001  530110		2026/2	1,200.00
					<b>Total For Check # 331752</b>			<b>1,200.00</b>
08/21/2025	331762	489 ADMIRAL EXPRESS LLC	2567378-0	Mobile Screen for CID	3443001  560240		2025/12	389.06
					<b>Total For Check # 331762</b>			<b>389.06</b>
08/21/2025	331788	149 AMERICAN ELECTRIC	234-103-0-2 07312025	959-234-103-0-2 JULY 31, 2025	3443001  550250		2026/2	29,341.25
			234-103-0-2 07312025	959-234-103-0-2 JULY 31, 2025	3443009  550250		2026/2	3,849.33

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				<b>Total For Check # 331788</b>				<b>33,190.58</b>
08/21/2025	331792	4935 AMAZON.COM SALES INC	1QH6-PQR1-KTRF	Cartridges for fingerprint printer, kitchen	3443008  560030		2026/2	557.90
			1QH6-PQR1-KTRF	Cartridges for fingerprint printer, kitchen	3443008  560230		2026/2	20.08
			1FDV-TFHT-TF3N	Items Needed for PD	3443001  560030		2026/2	91.91
			1FDV-TFHT-TF3N	Items Needed for PD	3443001  560230		2026/2	257.15
			1FDV-TFHT-TF3N	Items Needed for PD	3443009  560230		2026/2	39.99
			1FDV-TFHT-TF3N	Items Needed for PD	3443001  560240		2026/2	909.98
			1FDV-TFHT-TF3N	Items Needed for PD	3443001  560320		2026/2	749.80
			1FDV-TFHT-TF3N	Items Needed for PD	3443001  560500		2026/2	264.00
			19VM-MQTK-FGJK	Office Supplies for PD	3443001  560030		2026/2	221.45
			1GM1-VPJ3-7TX4	office supply	3443010  560030		2026/2	149.95
			1GM1-VPJ3-7Q4W	Amazon Items for PD	3443001  560030		2026/2	101.97
			1GM1-VPJ3-7Q4W	Amazon Items for PD	3443001  560230		2026/2	30.99
			1CKW-GCYC-CJ9C	TV for Phase 3 Building at Training Center	3443001  560230		2026/2	66.92
			1CKW-GCYC-CJ9C	TV for Phase 3 Building at Training Center	3443001  560240		2026/2	519.99
				<b>Total For Check # 331792</b>				<b>3,982.08</b>
08/21/2025	331804	4421 BEENE SERVICES LLC	16528	16528	3443001  540070		2026/2	700.00
				<b>Total For Check # 331804</b>				<b>700.00</b>
08/21/2025	331807	5206 EUROTUX MOTORS LLC	62236	Rear Tire Replacement for Unit 1890	3443001  540200		2026/2	414.42
				<b>Total For Check # 331807</b>				<b>414.42</b>
08/21/2025	331814	4647 C&H PRECISION WEAPONS, LLC	INV32063	Replacement Iron Sights for PD Glock 43's	3443001  560320		2026/2	129.85
				<b>Total For Check # 331814</b>				<b>129.85</b>
08/21/2025	331815	1047 CHARM-TEX	0411780-IN	Inmate items	3443008  560230		2026/2	59.60
			0409624-IN	Inmate items	3443008  560230		2026/2	281.70
			0413519-IN	Inmate Supplies	3443008  560230		2026/2	269.70
			0412328-IN	Inmate items	3443008  560240		2026/2	1,387.20
				<b>Total For Check # 331815</b>				<b>1,998.20</b>
08/21/2025	331817	37 CINTAS CORPORATION	5284882112	BLANKET PO FOR ALL DEPARTMENT USE	3443009  560230		2026/2	65.05
				<b>Total For Check # 331817</b>				<b>65.05</b>
08/21/2025	331818	1391 CLEAN THE UNIFORM CO	52148618	Rugs for PSC and Training Center for FY26	3443001  540330		2026/2	15.30
				<b>Total For Check # 331818</b>				<b>15.30</b>
08/21/2025	331822	4896 WA BUTLR COMPANY	EA63313	Medical Supplies & Medicine for the Animal	3443009  560230		2026/2	335.63

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		NAME	INVOICE	DESCRIPTION				
					<b>Total For Check # 331822</b>			<b>335.63</b>
08/21/2025	331826	4240 DANA SAFETY SUPPLY	974903	Pepperball munitions order for PD	3443001  560320		2026/2	6,720.00
					<b>Total For Check # 331826</b>			<b>6,720.00</b>
08/21/2025	331828	634 DELL MARKETING L.P.	10829119121	New Computers for CSI	3443001  560240		2026/2	8,276.61
					<b>Total For Check # 331828</b>			<b>8,276.61</b>
08/21/2025	331834	5337 ENLIGHTENED EQUIPMENTLLC	84262	Rear Bag Strap Kits for SOT Bags	3443001  560230		2026/2	122.50
					<b>Total For Check # 331834</b>			<b>122.50</b>
08/21/2025	331837	1231 AT&T MOBILITY LLC	87319128175x08082025	287319128175X08082025	3443001  550220		2026/2	1,795.99
			87319128175x08082025	287319128175X08082025	3443009  550220		2026/2	24.74
			87319128175x08082025	287319128175X08082025	3443001  550540		2026/2	7,024.54
			87319128175x08082025	287319128175X08082025	3443006  550540		2026/2	24.74
			87319128175x08082025	287319128175X08082025	3443009  550540		2026/2	240.24
					<b>Total For Check # 331837</b>			<b>9,110.25</b>
08/21/2025	331851	4320 HILL'S PET NUTRITION SALES	254109035	Food for the animal shelter	3443009  560230		2026/2	321.63
					<b>Total For Check # 331851</b>			<b>321.63</b>
08/21/2025	331870	152 LIBERTY FLAGS	118394	Police Academy 25-01 Class Guide On	3443001  550280		2026/2	280.00
					<b>Total For Check # 331870</b>			<b>280.00</b>
08/21/2025	331874	2355 LOCKEDINRN	07282025	Visiting Nurse 07/28/25-8/01/25	3443008  530870		2026/2	307.08
					<b>Total For Check # 331874</b>			<b>307.08</b>
08/21/2025	331875	3658 MALLORY SAFETY AND SUPPLY	6228902	Police Gear and Duty Equipment	3443001  560100		2026/2	1,607.40
					<b>Total For Check # 331875</b>			<b>1,607.40</b>
08/21/2025	331878	25 NAPA AUTO PARTS	018416	239183	3443001  560200		2026/2	159.78
			018416	6509	3443001  560200		2026/2	54.60
			018416	IC930	3443001  560200		2026/2	181.14
			18125	82002561	3443001  560200		2026/2	18.72
			18125	82002551	3443001  560200		2026/2	18.50
			18125	626654	3443001  560200		2026/2	40.79
			18125	626553	3443001  560200		2026/2	43.48
			18125	RTU1DEX	3443001  560210		2026/2	27.90
			18319	F008921	3443001  560190		2026/2	178.02
			18324	20811	3443001  560200		2026/2	23.61

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				18324	115	3443001  560200		2026/2	14.44
				18324	7502	3443001  560200		2026/2	4.25
				18324	4068	3443001  560200		2026/2	5.32
				18324	6935	3443001  560200		2026/2	9.55
				18324	6011G	3443001  560200		2026/2	8.32
				18324	2413	3443001  560210		2026/2	6.12
				18324	5W20BULK	3443001  560210		2026/2	18.36
				18324	RTU1EXT	3443001  560210		2026/2	8.61
				18324	9080XXL	3443001  560230		2026/2	16.67
				018447	276047	3443001  560200		2026/2	322.72
				018449	230266	3443001  560200		2026/2	10.91
				018449	7502	3443001  560200		2026/2	4.25
				018449	9883	3443001  560200		2026/2	12.73
				018449	20811	3443001  560210		2026/2	23.61
				018449	115	3443001  560210		2026/2	14.44
				018449	5W30BULK	3443001  560210		2026/2	32.32
				018458	8494RAAA	3443009  560200		2026/2	129.51
				018458	8494RAAA	3443009  560200		2026/2	18.00
				018458	8494RAAA	3443009  560200		2026/2	-18.00
				018479	2607471	3443001  560200		2026/2	102.83
				018479	2607470	3443001  560200		2026/2	104.87
						<b>Total For Check # 331878</b>			<b>1,596.37</b>
08/21/2025	331879			018388	7502	3443001  560200		2026/2	4.25
				018388	20811	3443001  560210		2026/2	23.61
				018388	115	3443001  560210		2026/2	14.44
				018388	5W20BULK	3443001  560210		2026/2	18.36
				018403	AU5Z9C915E	3443001  560200		2026/2	54.96
				018406	7060	3443001  560200		2026/2	4.25
				018406	20811	3443001  560210		2026/2	23.61
				018406	115	3443001  560210		2026/2	14.44
				018406	5W20BULK	3443001  560210		2026/2	21.42
				018406	9080XL	3443001  560230		2026/2	16.67
				018407	7502	3443001  560200		2026/2	4.25
				018407	20811	3443001  560210		2026/2	23.61
				018407	115	3443001  560210		2026/2	14.44
				018407	5W20BULK	3443001  560210		2026/2	18.36
				18112	449203	3443001  560200		2026/2	15.23
				18312	20811	3443001  560200		2026/2	23.61
				18312	115	3443001  560200		2026/2	14.44

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CHECK DATE	CHECK #	VENDOR	PROJECT	G/L NUMBER	YEAR/PERIOD	AMOUNT
		NAME		DESCRIPTION		
	18312			230019	3443001  560200	2026/2 8.60
	18312			7502	3443001  560200	2026/2 4.25
	18312			200905	3443001  560200	2026/2 20.38
	18312			5W20BULK	3443001  560210	2026/2 21.42
	18320			7060	3443001  560200	2026/2 4.25
	18320			20811	3443001  560210	2026/2 23.61
	18320			115	3443001  560210	2026/2 14.44
	18320			5W20BULK	3443001  560210	2026/2 21.42
	18321			6935	3443001  560200	2026/2 9.55
	18321			4068	3443001  560200	2026/2 5.32
	18321			7502	3443001  560200	2026/2 4.25
	18321			20811	3443001  560210	2026/2 23.61
	18321			115	3443001  560210	2026/2 14.44
	18321			5W20BULK	3443001  560210	2026/2 18.36
	018438			6935	3443001  560200	2026/2 9.55
	018438			4068	3443001  560200	2026/2 5.32
	018438			7502	3443001  560200	2026/2 4.25
	018438			20811	3443001  560210	2026/2 23.61
	018438			115	3443001  560210	2026/2 14.44
	018438			5W20BULK	3443001  560210	2026/2 18.36
	018439			5W20BULK	3443001  560200	2026/2 18.36
	018439			7502	3443001  560200	2026/2 4.25
	018439			20811	3443001  560210	2026/2 23.61
	018439			115	3443001  560210	2026/2 14.44
	018440			100255	3443001  560200	2026/2 4.25
	018440			20811	3443001  560210	2026/2 23.61
	018440			115	3443001  560210	2026/2 14.44
	018440			0W20BULK	3443001  560210	2026/2 30.80
	018461			84032	3443001  560210	2026/2 73.17
	018464			7502	3443009  560200	2026/2 4.25
	018464			5W30BULK	3443009  560210	2026/2 32.32
	018464			490	3443009  560230	2026/2 13.89
	018464			2413	3443009  560230	2026/2 6.12
	018465			7060	3443001  560200	2026/2 4.25
	018465			20811	3443001  560210	2026/2 23.61
	018465			115	3443001  560210	2026/2 14.44
	018465			5W20BULK	3443001  560210	2026/2 21.42
	018478			25060448	3443001  560200	2026/2 15.74
	018375			115	3443001  560200	2026/2 14.44
	018375			20811	3443001  560200	2026/2 23.61

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				018375	7502	3443001  560200		2026/2	4.25
				018375	5W20BULK	3443001  560200		2026/2	18.36
				018375	4068	3443001  560200		2026/2	5.32
				018375	6935	3443001  560200		2026/2	9.55
						<b>Total For Check # 331879</b>			<b>997.88</b>
08/21/2025	331880			018395	9005N	3443001  560200		2026/2	8.10

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CHECK DATE	CHECK #	VENDOR			G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
		NAME	INVOICE	DESCRIPTION				
			18114	ECR2032BP	3443001  560200		2026/2	6.08
			18120	RTU1DEX	3443001  560210		2026/2	9.30
			018477	1LS28HDAAC	3443001  560200		2026/2	7.78
				<b>Total For Check #</b>	<b>331880</b>			<b>31.26</b>
08/21/2025	331881	973 NATIONAL WASTE & DISPOSAL	0000248811	0000248811 CUST ID# 007322	3443001  540070		2026/2	275.00
					<b>Total For Check #</b>	<b>331881</b>		<b>275.00</b>
08/21/2025	331899	1586 SIGN SOLUTIONS	5597	5597	3443001  540200		2026/2	464.00
			5595	5595	3443001  540200		2026/2	469.00
					<b>Total For Check #</b>	<b>331899</b>		<b>933.00</b>
08/21/2025	331903	4045 STEPHANIE BRADLEY	243	Professional Services by Dr. Bradley DVM	3443009  560230		2026/2	313.44
			241	Professional Services by Dr. Bradley DVM	3443009  530870		2026/2	1,255.00
					<b>Total For Check #</b>	<b>331903</b>		<b>1,568.44</b>
08/21/2025	331906	1104 TIGER, INC.	0725213751	0725213751	3443001  550240		2026/2	3.19
			0725213765	0725213765	3443001  550240		2026/2	31.85
					<b>Total For Check #</b>	<b>331906</b>		<b>35.04</b>
08/21/2025	331913	3877 OLEN MASINGALE	INV 2025-0198	INV 2025-0198 AUG 8, 2025	3443001  540070		2026/2	460.25
					<b>Total For Check #</b>	<b>331913</b>		<b>460.25</b>
08/21/2025	331916	949 TULSA WINNELSON COMPANY	633144 01	BLANKET PO MISC. PLUMBING SUPPLIES	3443001  560180		2026/2	28.69
					<b>Total For Check #</b>	<b>331916</b>		<b>28.69</b>
08/21/2025	331929	24 WEST THOMSON REUTERS	852172476	Contract Renewal for Year 3 of PD CLEAR	3443001  540550		2026/2	1,679.50
					<b>Total For Check #</b>	<b>331929</b>		<b>1,679.50</b>
08/21/2025	331931	405 WHELEN ENGINEERING CO INC	WCP2025354	5 Year Agreement for Cloud Connectivity	3443001  540550		2026/2	23,040.00
					<b>Total For Check #</b>	<b>331931</b>		<b>23,040.00</b>
08/21/2025	331933	1095 WINDSTREAM HOLDINGS II LLC	101122812 08052025	101122812 AUG 5, 2025 168-001-1513	3443006  550220		2026/2	196.48
			101106759 08132025	FY26 ANNUAL AGREEMENT	3443001  550220		2026/2	240.35
					<b>Total For Check #</b>	<b>331933</b>		<b>436.83</b>
					<b>Total For Fund</b>	<b>344</b>		<b>250,673.77</b>
					<b>Number of Invoices For Fund</b>	<b>344</b>		<b>305</b>

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		NAME	INVOICE	DESCRIPTION				
08/14/2025	331527	1852 JEREMY MOORE	PDR 08282025	PER DIEM REQUEST - AUG 28, 2025	3453501 [550030]		2026/2	344.00
					<b>Total For Check # 331527</b>			<b>344.00</b>
08/14/2025	331570	5118 TANNER FREDERICK	TRR SU2025	TUITION REIMBURSEMENT SUMMER 2025	3453501 [530110]		2026/2	635.00
					<b>Total For Check # 331570</b>			<b>635.00</b>
08/14/2025	331580	29 CASCO INDUSTRIES INC	264694	HELMET SHIELDS/BOOTS	3453501 [560110]		2025/12	335.00
			262384	HELMET SHIELDS/BOOTS	3453501 [560110]		2025/12	512.00
					<b>Total For Check # 331580</b>			<b>847.00</b>
08/14/2025	331584	1231 AT&T MOBILITY LLC	DVR062025	ACCT # 500634737 06/05-07/04/2025	3453501 [550540]		2025/12	121.50
					<b>Total For Check # 331584</b>			<b>121.50</b>
08/14/2025	331593	25 NAPA AUTO PARTS	15972	8822	3453501 [560230]		2025/12	359.52
			15985	932073	3453501 [560200]		2025/12	-17.23
					<b>Total For Check # 331593</b>			<b>342.29</b>
08/14/2025	331596	5340 DERRICK OLSON	71625	Hose Tray for Ladder 2	3453501 [560200]		2025/12	1,200.00
					<b>Total For Check # 331596</b>			<b>1,200.00</b>
08/14/2025	331597	4505 ON CALL SERVICES AND	84736	84736 MAY 8, 2025	3453503 [540330]		2025/12	79.52
			85783	85783 MAY 19, 2025	3453503 [540330]		2025/12	159.03
			87671	87671 JUNE 5, 2025	3453503 [540330]		2025/12	79.52
			88682	88682 JUNE 16, 2025	3453503 [540330]		2025/12	159.03
					<b>Total For Check # 331597</b>			<b>477.10</b>
08/14/2025	331610	5216 918 WRECKER SERVICE INC.	25-290693	25-290693 AUG 5, 2025	3453503 [540200]		2026/2	60.00
			25-290692	25-290692 AUG 5, 2025	3453501 [540200]		2026/2	60.00
			25-290732	25-290732 AUG 5, 2025	3453502 [540200]		2026/2	160.00
					<b>Total For Check # 331610</b>			<b>280.00</b>
08/14/2025	331613	822 ADDCO ELECTRIC INC.	26707	NEW & REPLACE SWITCHES FACE PLATE	3453503 [540070]		2026/2	754.37
			26709	NEW & REPLACE SWITCHES FACE PLATE	3453503 [540070]		2026/2	305.00
					<b>Total For Check # 331613</b>			<b>1,059.37</b>
08/14/2025	331615	489 ADMIRAL EXPRESS LLC	207652-S	207652-S JULY 31, 2025	3453501 [560030]		2026/2	77.98
					<b>Total For Check # 331615</b>			<b>77.98</b>
08/14/2025	331618	4935 AMAZON.COM SALES INC	1WKJ-YDCT-MPYC	Multiple items	3453501 [560230]		2026/2	162.77
			1WKJ-YDCT-MPYC	Multiple items	3453501 [560300]		2026/2	372.19
			1L6J-W7JY-6GL7	ITEM: Saunders Metal Clipboard with	3453501 [560030]		2026/2	6.29
			1L6J-W7JY-6GL7	ITEM: Saunders Metal Clipboard with	3453504 [560030]		2026/2	23.74
			1PXT-MK6D-4MF1	ITEM: DEWALT FLEXVOLT 20V/60V MAX*	3453501 [560240]		2026/2	235.59
					<b>Total For Check # 331618</b>			<b>800.58</b>
08/14/2025	331625	4498 BANNER FIRE EQUIPMENT INC	11P20390	Pump Packing for Brush 1	3453501 [560200]		2026/2	148.00

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		NAME	INVOICE	DESCRIPTION				
				<b>Total For Check # 331625</b>				<b>148.00</b>
08/14/2025	331628	18 BOUND TREE MEDICAL	85863769	BLANKET PO FOR EMS SUPPLIES	3453502 [560230]		2026/2	1,156.24
			85845677	BLANKET PO FOR EMS SUPPLIES	3453502 [560230]		2026/2	117.20
				<b>Total For Check # 331628</b>				<b>1,273.44</b>
08/14/2025	331636	996 CITY OF BROKEN ARROW	170058	Payroll Run 1 - Warrant 250801	345 [218180]		2026/2	395.83
			170058	Payroll Run 1 - Warrant 250801	345 [218360]		2026/2	3,164.53
				<b>Total For Check # 331636</b>				<b>3,560.36</b>
08/14/2025	331638	1391 CLEAN THE UNIFORM CO	52146421		3453501 [540330]		2026/2	31.22
			52146421		3453501 [560300]		2026/2	356.74
			52145949	52145949 07/23/2025	3453501 [540330]		2026/2	24.85
			52145949	52145949 07/23/2025	3453501 [560300]		2026/2	136.50
			52145948	52145948 07/23/2025	3453501 [540330]		2026/2	2.94
			52147052	CLEANING SUPPLIES FOR MULTIPLE	3453501 [540330]		2026/2	42.01
			52147052	CLEANING SUPPLIES FOR MULTIPLE	3453501 [560300]		2026/2	59.50
			52147513	CLEANING SUPPLIES FOR MULTIPLE	3453501 [540330]		2026/2	38.38
			52147513	CLEANING SUPPLIES FOR MULTIPLE	3453501 [560300]		2026/2	79.50
			52147051	CLEANING SUPPLIES FOR MULTIPLE	3453501 [540330]		2026/2	30.78
			52147051	CLEANING SUPPLIES FOR MULTIPLE	3453501 [560300]		2026/2	57.00
			52147514	CLEANING SUPPLIES FOR MULTIPLE	3453501 [540330]		2026/2	38.72
			52147514	CLEANING SUPPLIES FOR MULTIPLE	3453501 [560300]		2026/2	10.00
			52147509	CLEANING SUPPLIES FOR MULTIPLE	3453501 [540330]		2026/2	27.35
			52147509	CLEANING SUPPLIES FOR MULTIPLE	3453501 [560300]		2026/2	72.00
				<b>Total For Check # 331638</b>				<b>1,007.49</b>
08/14/2025	331640	1196 CONRAD FIRE EQUIPMENT INC	585771	SHELF AND ACCESSORIES	3453501 [560200]		2026/2	118.96
				<b>Total For Check # 331640</b>				<b>118.96</b>
08/14/2025	331641	882 COX COMMUNICATIONS	07669001 07242025	001 6311 076689001 JULY 24, 2025	3453501 [550540]		2026/2	767.89
				<b>Total For Check # 331641</b>				<b>767.89</b>
08/14/2025	331644	5121 DELTA FIRE & SAFETY INC.	INVTX25-4443	Bunker Gear Repair	3453501 [560110]		2026/2	460.06
				<b>Total For Check # 331644</b>				<b>460.06</b>
08/14/2025	331648	1552 EMS TECHNOLOGY SOLUTIONS	71381	MULTIPLE LIENSES	3453502 [540550]		2026/2	1,706.00
				<b>Total For Check # 331648</b>				<b>1,706.00</b>
08/14/2025	331651	1231 AT&T MOBILITY LLC	DVR072025	ACCT # 500634737 07/05-08/04/2025	3453501 [550540]		2026/2	685.50
				<b>Total For Check # 331651</b>				<b>685.50</b>
08/14/2025	331662	1665 GREEN COUNTRY MEDICAL	17739	MEDICAL WASTE PICK UP FOR STATIONS	3453502 [530870]		2026/2	350.00
				<b>Total For Check # 331662</b>				<b>350.00</b>
08/14/2025	331675	3537 J & J BOWERS LAWN CARE	72825	72825 07/28/2025	3453503 [540280]		2026/2	450.00

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		NAME	INVOICE	DESCRIPTION				
			80325	MOWING OF TRAINING CENTER	3453503 [540280]		2026/2	450.00
					<b>Total For Check # 331675</b>			<b>900.00</b>
08/14/2025	331679	4452 L3HARRIS TECHNOLOGIES INC	93457076	Thumbscrews for Speaker Microphone	3453501 [560500]		2026/2	297.88
					<b>Total For Check # 331679</b>			<b>297.88</b>
08/14/2025	331682	1088 LIFE ASSIST INC	1624357	BLANKET PO FOR EMS	3453502 [560230]		2026/2	4,440.00
			1625106	BLANKET PO FOR EMS	3453502 [560230]		2026/2	414.00
					<b>Total For Check # 331682</b>			<b>4,854.00</b>
08/14/2025	331684	131 LOCKE SUPPLY COMPANY	56137797-00	BLANKET PO FOR PLUMBING &	3453501 [560180]		2026/2	54.70
			56153229-00	BLANKET PO FOR PLUMBING &	3453501 [560180]		2026/2	5.31
					<b>Total For Check # 331684</b>			<b>60.01</b>
08/14/2025	331688	5300 MES I ACQUISITION INC	IN2311364	Blast Mask Training	3453501 [560230]		2026/2	494.00
					<b>Total For Check # 331688</b>			<b>494.00</b>
08/14/2025	331691	142 MOTOROLA SOLUTIONS INC	8330310044	G2 RADIOS - FS 5 & 6	3453501 [540500]		2026/2	555.00
			8330310033	G2 RADIOS - FS 5 & 6	3453501 [540500]		2026/2	555.00
					<b>Total For Check # 331691</b>			<b>1,110.00</b>
08/14/2025	331692	2621 MYHEALTH ACCESS NETWORK	14280	MONTHLY PARTICIPANT FEE	3453502 [540550]		2026/2	420.00
					<b>Total For Check # 331692</b>			<b>420.00</b>
08/14/2025	331693	25 NAPA AUTO PARTS	018161	12052834	3453501 [560200]		2026/2	6.50
			018161	12176633	3453501 [560200]		2026/2	16.46
			018161	728948	3453501 [560200]		2026/2	13.17
			018161	728949	3453501 [560200]		2026/2	26.00
			018161	4174RR6001	3453501 [560200]		2026/2	2,349.04
			018165	4324701510	3453501 [560200]		2026/2	1,400.06
			018178	600564	3453501 [560200]		2026/2	34.14
			018178	FS1098	3453501 [560200]		2026/2	53.44
			018207	15W40BULK	3453501 [560200]		2026/2	95.42
			018207	1748XD	3453501 [560200]		2026/2	33.89
			018089	LSC121100	3453503 [560200]		2026/2	1,774.50
			018269	HDATFBULK	3453501 [560200]		2026/2	5.18
			018269	15W40BULK	3453501 [560200]		2026/2	95.42
			018269	FF63041NN	3453501 [560200]		2026/2	48.73
			018269	1748XD	3453501 [560200]		2026/2	33.89
			018270	29558329	3453502 [560200]		2026/2	110.61
					<b>Total For Check # 331693</b>			<b>6,096.45</b>
08/14/2025	331694		018176	X004L78N0N	3453501 [560200]		2026/2	12.34
			018176	X002UPC9UN	3453502 [560200]		2026/2	16.66
			018183	9080XL	3453501 [560230]		2026/2	16.67
			018211	2413	3453501 [560230]		2026/2	18.36

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				018279	HDRTU1GAL	3453501  560210		2026/2	51.48
				018280	2413	3453501  560200		2026/2	6.12
				018280	75200	3453501  560200		2026/2	9.16
				018300	78004	3453501  560230		2026/2	5.66
				018300	AHDWMPHDC1	3453501  560230		2026/2	7.84
				018300	13005	3453501  560230		2026/2	14.67
				018300	13520P	3453501  560230		2026/2	10.47
						<b>Total For Check # 331694</b>			<b>169.43</b>
08/14/2025	331695			018159	6703	3453501  560200		2026/2	3.14
				018209	2413	3453501  560230		2026/2	6.12
				018075	97N	3453501  560200		2026/2	0.86
						<b>Total For Check # 331695</b>			<b>10.12</b>
08/14/2025	331701	96 OTA PIKEPASS CENTER		20250796019	20250796019 AUG 1, 2025	3453501  550030		2026/2	443.80
				20250796019	20250796019 AUG 1, 2025	3453502  550030		2026/2	395.25
				20250796019	20250796019 AUG 1, 2025	3453501  550030		2026/2	-406.05
				20250796019	20250796019 AUG 1, 2025	3453502  550030		2026/2	-395.25
						<b>Total For Check # 331701</b>			<b>37.75</b>
08/14/2025	331702	4508 C A ASSETS LLC		28273	INV# 28273 07/22/2025	3453501  540070		2026/2	177.00
						<b>Total For Check # 331702</b>			<b>177.00</b>
08/14/2025	331714	1229 SAINT FRANCIS HOSPITAL		07312025	MONTHLY PHSICALS - JULY 2025	3453501  530020		2026/2	9,128.04
						<b>Total For Check # 331714</b>			<b>9,128.04</b>
08/14/2025	331722	1342 TELEFLEX LLC		9510347315	BLANKET PO EMS SUPPLIES	3453502  560230		2026/2	3,600.00
						<b>Total For Check # 331722</b>			<b>3,600.00</b>
08/14/2025	331743	1095 WINDSTREAM HOLDINGS II LLC		101197628 07302025	101197628 JULY 30, 2025 918-355-8241	3453501  550220		2026/2	66.10
				101197624 07302025	101197624 JULY 30, 2025 918-249-9750	3453501  550220		2026/2	72.40
						<b>Total For Check # 331743</b>			<b>138.50</b>
08/21/2025	331782	335 SERVICE OKLAHOMA		L1993955928	L1993955928	3453501  560230		2025/12	19.00
						<b>Total For Check # 331782</b>			<b>19.00</b>
08/21/2025	331788	149 AMERICAN ELECTRIC		284-103-0-3 07282025	FY26 ANNUAL AGREEMENT 953-284-103-0	3453501  550250		2026/2	9,712.93
						<b>Total For Check # 331788</b>			<b>9,712.93</b>
08/21/2025	331792	4935 AMAZON.COM SALES INC		1XV7-1NYC-7XCN	ITEM: Quartet Non-Magnetic Glass Dry	3453503  560230		2026/2	59.81
				1XV7-1NYC-7XCN	ITEM: Quartet Non-Magnetic Glass Dry	3453503  560240		2026/2	524.99
				1PCY-7GK7-9QF7	Multiple items	3453501  560230		2026/2	63.82
				1LF6-G76Q-174J	Ipad cases/Brush 3 hitch	3453501  560200		2026/2	349.00
				1LF6-G76Q-174J	Ipad cases/Brush 3 hitch	3453501  560230		2026/2	47.97
				1Y3M-R7Y4-9GYW	ITEM: Logitech C270 HD Webcam, 720p,	3453504  560200		2026/2	197.60
				1Y3M-R7Y4-9GYW	ITEM: Logitech C270 HD Webcam, 720p,	3453501  560230		2026/2	34.19

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				1Y3M-R7Y4-9GYW	ITEM: Logitech C270 HD Webcam, 720p,	3453504 [560230]		2026/2	106.95
				1Y3M-R7Y4-9GYW	ITEM: Logitech C270 HD Webcam, 720p,	3453504 [560240]		2026/2	599.97
				1FY4-J3KV-D4J9	ITEM: BM Premium 2-Pack LP-E8 Batteries	3453504 [560230]		2026/2	24.99
				1LF6-G76Q-4KK4	Ipad cases/Brush 3 hitch	3453501 [560230]		2026/2	101.96
				1VP4-N9HY-4WWM	ITEM: Pilot, G2 Premium Gel Roller Pens,	3453502 [560030]		2026/2	45.55
				1GWR-N9GG-KLCG	Motorola portable antennas	3453501 [560500]		2026/2	59.79
					<b>Total For Check # 331792</b>				<b>2,216.59</b>
08/21/2025	331817	37 CINTAS CORPORATION		5284882113	BLANKET PO FOR ALL DEPARTMENT USE	3453501 [560230]		2026/2	257.56
					<b>Total For Check # 331817</b>				<b>257.56</b>
08/21/2025	331828	634 DELL MARKETING L.P.		10830572111	Latitude 7350 Detachable, XCTO for Timothy	3453503 [560240]		2026/2	1,763.00
					<b>Total For Check # 331828</b>				<b>1,763.00</b>
08/21/2025	331837	1231 AT&T MOBILITY LLC		87319128175x08082025	287319128175X08082025	3453501 [550220]		2026/2	128.44
				87319128175x08082025	287319128175X08082025	3453502 [550220]		2026/2	24.74
				87319128175x08082025	287319128175X08082025	3453501 [550540]		2026/2	2,494.53
				87319128175x08082025	287319128175X08082025	3453502 [550540]		2026/2	655.30
					<b>Total For Check # 331837</b>				<b>3,303.01</b>
08/21/2025	331850	798 HENRY SCHEIN INC		45011555	EMS SUPPLIES ACCT 1199339	3453502 [560230]		2026/2	28.33
				44951071	EMS SUPPLIES ACCT 1199339	3453502 [560230]		2026/2	283.30
				44951526	EMS SUPPLIES ACCT 1199339	3453502 [560230]		2026/2	169.98
				44825904	EMS SUPPLIES ACCT 1199339	3453502 [560230]		2026/2	3,220.00
					<b>Total For Check # 331850</b>				<b>3,701.61</b>
08/21/2025	331866	976 KNOX COMPANY		INV-KA-433713	SMS-9003C1 1 year KnoxConnect Cloud	3453501 [540550]		2026/2	2,749.00
					<b>Total For Check # 331866</b>				<b>2,749.00</b>
08/21/2025	331871	1088 LIFE ASSIST INC		1627170	BLANKET PO FOR EMS	3453502 [560230]		2026/2	975.00
				1628282	BLANKET PO FOR EMS	3453502 [560230]		2026/2	360.00
				1628157	BLANKET PO FOR EMS	3453502 [560230]		2026/2	237.00
				1627661	BLANKET PO FOR EMS	3453502 [560230]		2026/2	720.00
				1627908	BLANKET PO FOR EMS	3453502 [560230]		2026/2	49.50
				1627914	BLANKET PO FOR EMS	3453502 [560230]		2026/2	160.00
				1628455	BLANKET PO FOR EMS	3453502 [560230]		2026/2	272.40
					<b>Total For Check # 331871</b>				<b>2,773.90</b>
08/21/2025	331872	614 LIGHTING INC/BROKEN ARROW		S3384247.001	BLANKET PO FOR MISC. LIGHTING	3453501 [560180]		2026/2	107.73
					<b>Total For Check # 331872</b>				<b>107.73</b>
08/21/2025	331873	131 LOCKE SUPPLY COMPANY		56222451-00	BLANKET PO FOR PLUMBING &	3453501 [560180]		2026/2	17.91
				56250830-00	BLANKET PO FOR PLUMBING &	3453501 [560180]		2026/2	33.22
					<b>Total For Check # 331873</b>				<b>51.13</b>
08/21/2025	331878	25 NAPA AUTO PARTS		018394	TOYO562010	3453501 [560190]		2026/2	1,393.56

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				018405	8449AAA	3453502  560200		2026/2	129.51
				018405	8449AAA	3453502  560200		2026/2	18.00
				018417	7151	3453502  560200		2026/2	15.05
				018417	230266	3453502  560200		2026/2	10.91
				018417	200905	3453502  560200		2026/2	20.38
				018417	15W40BULK	3453502  560210		2026/2	55.05
				018419	1378764	3453501  560200		2026/2	426.08
				018419		3453501  560200		2026/2	15.92
				018424	K597597530	3453501  560200		2026/2	108.71
				018426	F248426	3453502  560190		2026/2	844.88
				18113	09121512PP	3453501  560200		2026/2	948.33
				18113		3453501  560200		2026/2	33.72
				18346	H284358	3453501  560200		2026/2	14.09
				18346	4324709202	3453501  560200		2026/2	121.09
				018433	K597597530	3453501  560200		2026/2	-108.71
				018469	KIT15625PM	3453501  560200		2026/2	969.99
				018347	8822	3453501  560230		2026/2	359.52
				018349	KM0919CHO	3453501  560200		2026/2	694.39
				018370	GRP31	3453501  560200		2026/2	700.02
				018370	GRP31	3453501  560200		2026/2	218.70
				018386	KM51211100	3453501  560200		2026/2	1,477.72
				018579	Y120112414	3453502  560190		2026/2	855.32
				018579	WH763291	3453502  560190		2026/2	833.34
				018580	Y120112414	3453502  560190		2026/2	855.32
				018580	WH763291	3453502  560190		2026/2	833.34
						<b>Total For Check # 331878</b>			<b>11,844.23</b>
08/21/2025	331879			018408	100255	3453501  560200		2026/2	4.25
				018408	5W30BULK	3453501  560210		2026/2	32.32

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				18313	7060	3453503  560200		2026/2	4.25
				18313	2488	3453503  560200		2026/2	13.80
				18313	5W30BULK	3453503  560210		2026/2	4.04
				18332	NPB21	3453503  560210		2026/2	16.24
				018456	1401242	3453501  560200		2026/2	90.96
				018456		3453501  560200		2026/2	2.46
				018350	H284358	3453501  560200		2026/2	-14.09
				018382	78004	3453501  560230		2026/2	16.98
				018382	A1624	3453501  560230		2026/2	7.91
				018590		3453501  560200		2026/2	13.93
				018598	ODPAGM49H8L5	3453501  560200		2026/2	-18.00
						<b>Total For Check # 331879</b>			<b>175.05</b>
08/21/2025	331880			018409	380011	3453501  560230		2026/2	6.62
				018425	105631	3453502  560230		2026/2	6.93
				018427	34874	3453502  560230		2026/2	5.00
				018435	680404	3453501  560200		2026/2	8.86
				018358	RTU1DEX	3453502  560210		2026/2	9.30
				018365	1255H11N	3453501  560200		2026/2	8.58
						<b>Total For Check # 331880</b>			<b>45.29</b>
08/21/2025	331882	1591 NATIONWIDE POWER		451547	UPS Yearly Maint Agreement - Stations 2,6,&	3453501  540550		2026/1	5,453.54
						<b>Total For Check # 331882</b>			<b>5,453.54</b>
08/21/2025	331884	98 OKLAHOMA NATURAL GAS CO		262815273 08132025	213659281 2628152 73 AUG 13 2025 5420 S	3453501  550240		2026/2	218.08
						<b>Total For Check # 331884</b>			<b>218.08</b>
08/21/2025	331896	335 SERVICE OKLAHOMA		L1310100312	L1310100312	3453502  560230		2026/2	107.80
						<b>Total For Check # 331896</b>			<b>107.80</b>
08/21/2025	331916	949 TULSA WINNELSON COMPANY		634515 01	BLANKET PO MISC. PLUMBING SUPPLIES	3453501  560180		2026/2	41.88
				634610 01	BLANKET PO MISC. PLUMBING SUPPLIES	3453501  560180		2026/2	48.37
				635471 01	BLANKET PO MISC. PLUMBING SUPPLIES	3453501  560180		2026/2	72.89
						<b>Total For Check # 331916</b>			<b>163.14</b>
08/21/2025	331920	3748 US DIGITAL DESIGNS INC		5270619097	SrvAgrmt_Annl G2 FSAS Annual Service	3453501  540550		2026/2	38,664.46
						<b>Total For Check # 331920</b>			<b>38,664.46</b>
08/21/2025	331933	1095 WINDSTREAM HOLDINGS II LLC		101198864 07222025	FY26 ANNUAL AGREEMENT	3453501  550220		2026/2	72.40
				101198949 07222025	FY26 ANNUAL AGREEMENT	3453501  550220		2026/2	70.23
				101198944 07222025	FY26 ANNUAL AGREEMENT	3453501  550220		2026/2	70.65
						<b>Total For Check # 331933</b>			<b>213.28</b>
						<b>Total For Fund 345</b>			<b>127,296.03</b>
						<b>Number of Invoices For Fund 345</b>			<b>190</b>

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		NAME	INVOICE	DESCRIPTION				
08/21/2025	331883	49 OKLAHOMA DEPT OF PUBLIC	LET-020004	LET-020004	3461800 [540550]		2026/2	200.00
					<b>Total For Check # 331883</b>			<b>200.00</b>
						<b>Total For Fund 346</b>		<b>200.00</b>
					<b>Number of Invoices For Fund 346</b>			<b>1</b>



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		NAME	INVOICE	DESCRIPTION				
08/14/2025	331529	5473 MACHMUELLER FAMILY TRUST	ST23280	ST23280 PARCEL 37.0 & 29.0 ROW	5935300  570080	ST23280	2026/2	25,530.00
			ST23280	ST23280 PARCEL 37.0 & 29.0 ROW	5935300  570080	ST23280	2026/2	136,060.00
					<b>Total For Check # 331529</b>			<b>161,590.00</b>
08/14/2025	331530	5453 MARY LEE PLUNK	1015004432	ST23280 PARCEL 3 ACQUISITION	5935300  570080	ST23280	2026/2	41.90
					<b>Total For Check # 331530</b>			<b>41.90</b>
08/14/2025	331532	205 OKLAHOMA TAX COMMISSION	112812032	ST23280 PARCEL 3 ACQ-PYMNT- TAX	5935300  570080	ST23280	2026/2	1,216.24
					<b>Total For Check # 331532</b>			<b>1,216.24</b>
08/14/2025	331535	999900 OTP - AR REFUNDS	1015004432	ST23280 PARCEL3 ACQUISTION	5935300  570080	ST23280	2026/2	39,741.86
					<b>Total For Check # 331535</b>			<b>39,741.86</b>
08/14/2025	331569	4254 PARADIGM DEVELOPMENT	ST23280B	ST23280 PROPERTY ACQUISITIONS	5935300  570080	ST23280	2026/2	1,850.00
					<b>Total For Check # 331569</b>			<b>1,850.00</b>
08/14/2025	331588	2004 KIMLEY-HORN & ASSOCIATES	064598219-0625	ST35310 Carriage Crossing Rehab	5935300  570160	ST25310	2025/12	870.00
					<b>Total For Check # 331588</b>			<b>870.00</b>
08/14/2025	331599	1263 SELSER SCHAEFER	2506677	Jail Expansion Renovation Prof Agreement	5933008  570160	203019	2025/12	51,743.00
			2506678	Operations Center Admin Building 2317210	5931700  570160	2317210	2025/12	14,000.00
					<b>Total For Check # 331599</b>			<b>65,743.00</b>
08/14/2025	331621	5126 ASCEND COMMERCIAL	PA 10 2217090	PW Field Office	5931700  570150	2217090	2026/2	74,488.38
					<b>Total For Check # 331621</b>			<b>74,488.38</b>
08/14/2025	331634	1436 CHEROKEE PRIDE CONST. INC.	PA FINAL SW23030	Shenandoah Valley at Battle Creek Outlet	5935305  570150	SW23030	2026/2	60,250.00
					<b>Total For Check # 331634</b>			<b>60,250.00</b>
08/14/2025	331646	5190 ELLIS CONCRETE	PA 2 ST23310	Concrete Panel Replacement - Meadow	5935300  570150	ST23310	2026/2	120,619.01
					<b>Total For Check # 331646</b>			<b>120,619.01</b>
08/14/2025	331649	1275 ERGON ASPHALT &	9403506250	BLANKET PO - OIL (CRS2)	5935300  570150	ST26210	2026/2	2,066.14
					<b>Total For Check # 331649</b>			<b>2,066.14</b>
08/14/2025	331705	89 QUIKSERVICE STEEL YAFFE	305118	2 PC 2 1/2 SCH 408 40 PIPE A500 243	5936000  570150	196024	2026/2	224.12
					<b>Total For Check # 331705</b>			<b>224.12</b>

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		NAME	INVOICE	DESCRIPTION				
08/21/2025	331775	2625 KEELING COMPANNY	S4512057.001	CITY COUNCIL APPROVED 05/20/25	5936000  570150	206039	2025/12	719.23
			S4512057.003	CITY COUNCIL APPROVED 05/20/25	5936000  570150	206039	2025/12	2,086.37
			S4512057.005	CITY COUNCIL APPROVED 05/20/25	5936000  570150	206039	2025/12	1,075.29
			S4512057.009	CITY COUNCIL APPROVED 05/20/25	5936000  570150	206039	2025/12	10,161.69
				<b>Total For Check #</b>	<b>331775</b>			<b>14,042.58</b>
08/21/2025	331777	5145 MOW-TOWN OUTDOORS, LLC	PA 7 2360450	Gardens at Central Park - Project 2360450	5936000  570150	2360450	2025/12	34,967.50
				<b>Total For Check #</b>	<b>331777</b>			<b>34,967.50</b>
08/21/2025	331803	372 BECCO CONTRACTORS INC	PA 11 ST2028	ST2028 - Houston - Garnett to Olive	5935300  570150	ST2028	2026/2	349,688.16
				<b>Total For Check #</b>	<b>331803</b>			<b>349,688.16</b>
08/21/2025	331842	5010 GOBER CONSTRUCTION LLC	PA 1 SW21020	SW21020 - Natchez & 8th Culvert	5935305  570150	SW21020	2026/2	209,630.52
				<b>Total For Check #</b>	<b>331842</b>			<b>209,630.52</b>
08/21/2025	331862	2625 KEELING COMPANNY	S4512057.016	CITY COUNCIL APPROVED 05/20/25	5936000  570150	206039	2026/2	16,552.47
			S4512057.015	CITY COUNCIL APPROVED 05/20/25	5936000  570150	206039	2026/2	15,637.33
				<b>Total For Check #</b>	<b>331862</b>			<b>32,189.80</b>
08/21/2025	331864	2004 KIMLEY-HORN & ASSOCIATES	064598219-0725	ST35310 Carriage Crossing Rehab	5935300  570160	ST25310	2026/2	2,319.00
				<b>Total For Check #</b>	<b>331864</b>			<b>2,319.00</b>
08/21/2025	331887	320 POE AND ASSOCIATES	15758	15758 AUG 6, 2025	5935300  570150	ST2028	2026/2	430.00
			15757	PJ# ST24200 - BRENT STOUT	5935300  570160	ST24200	2026/2	16,912.04
				<b>Total For Check #</b>	<b>331887</b>			<b>17,342.04</b>
<b>Total For Fund 593</b>								<b>1,188,880.25</b>
<b>Number of Invoices For Fund 593</b>								<b>26</b>

City of Broken Arrow  
Check Register by Fund



CHECK DATE	CHECK #	VENDOR			G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
		NAME	INVOICE	DESCRIPTION				
08/14/2025	331734	2517 TWO OAKS INVESTMENT	5528	INV# 5528 08/01/2025	6601700  530870		2026/2	6,666.67
					<b>Total For Check # 331734</b>			<b>6,666.67</b>
08/14/2025	331744	2518 WORKER'S COMPENSATION	JULY 31, 2025	JULY 31, 2025 PAYMENT SUMMARY	6601700  530080		2026/2	8,349.53
			JULY 31, 2025	JULY 31, 2025 PAYMENT SUMMARY	6601700  530870		2026/2	4.00
			JULY 31, 2025	JULY 31, 2025 PAYMENT SUMMARY	6601700  530880		2026/2	21,137.49
			JULY 31, 2025	JULY 31, 2025 PAYMENT SUMMARY	6601700  550900		2026/2	27,707.95
			AUG 7, 2025		6601700  530080		2026/2	50.00
			AUG 7, 2025		6601700  530870		2026/2	4.00
			AUG 7, 2025		6601700  530880		2026/2	7,530.27
			AUG 7, 2025		6601700  530880		2026/2	-418.67
			AUG 7, 2025		6601700  550900		2026/2	843.29
					<b>Total For Check # 331744</b>			<b>65,207.86</b>
08/21/2025	331934		AUGUST 14 2025	AUGUST 14 2025 PYMNT	6601700  530870		2026/2	16.00
			AUGUST 14 2025	AUGUST 14 2025 PYMNT	6601700  530880		2026/2	13,395.31
			AUGUST 14 2025	AUGUST 14 2025 PYMNT	6601700  550900		2026/2	4,848.20
					<b>Total For Check # 331934</b>			<b>18,259.51</b>
					<b>Total For Fund 660</b>			<b>90,134.04</b>
					<b>Number of Invoices For Fund 660</b>			<b>13</b>

City of Broken Arrow  
Check Register by Fund



CHECK DATE	CHECK #	VENDOR			G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
		NAME	INVOICE	DESCRIPTION				
08/21/2025	331925	3769 VIRTA MEDICAL PC	INV00127005	INV00127005 ACCT#	6611700 [530870]		2026/2	4,128.00
					<b>Total For Check # 331925</b>			<b>4,128.00</b>
						<b>Total For Fund 661</b>		<b>4,128.00</b>
					<b>Number of Invoices For Fund 661</b>			<b>1</b>



City of Broken Arrow  
Check Register by Fund



CHECK DATE	CHECK #	VENDOR			G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
		NAME	INVOICE	DESCRIPTION				
08/14/2025	331537	999907 OTP - COURT REFUNDS	0000703		882  201020		2026/2	70.00
					<b>Total For Check # 331537</b>			<b>70.00</b>
08/14/2025	331538		0000702		882  201020		2026/2	165.00
					<b>Total For Check # 331538</b>			<b>165.00</b>
08/14/2025	331539		0000705		882  201020		2026/2	570.00
					<b>Total For Check # 331539</b>			<b>570.00</b>
08/14/2025	331540		0000704		882  201020		2026/2	170.00
					<b>Total For Check # 331540</b>			<b>170.00</b>
08/19/2025	331747	999900 OTP - AR REFUNDS	66620	REFUND	882  290301		2024/3	112.00
					<b>Total For Check # 331747</b>			<b>112.00</b>
08/19/2025	331748		66875	REFUND	882  290301		2024/3	211.75
					<b>Total For Check # 331748</b>			<b>211.75</b>
08/21/2025	331757	999907 OTP - COURT REFUNDS	0000706		882  201020		2026/2	190.00
					<b>Total For Check # 331757</b>			<b>190.00</b>
<b>Total For Fund 882</b>								<b>1,488.75</b>
<b>Number of Invoices For Fund 882</b>								<b>7</b>



# City of Broken Arrow

## Request for Action

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**File #:** 25-1235, **Version:** 1

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**Broken Arrow City Council**  
**Meeting of: 09/02/2025**

**Title:**

Approval of and authorization for the Mayor to execute a proclamation declaring the month of September 2025 as “STEMtember Month”

**Background:**

The Mayor of the City of Broken Arrow, Oklahoma, hereby proclaims the month of October 2024 as “STEMtember Month”.

**Cost:** None

**Funding Source:** N/A

**Requested By:** Debra Wimpee, Mayor

**Approved By:** City Manager’s Office

**Attachments:** Proclamation of STEMtember Month in Broken Arrow

**Recommendation:**

Approve and authorize the Mayor to execute a proclamation declaring the month of Septemeber 2025 as “STEMtember Month”



## ***PROCLAMATION***

### ***City of Broken Arrow, Oklahoma***

**WHEREAS**, science, technology, engineering, and mathematics (STEM) education is essential to driving innovation, economic growth, and solving global challenges; and

**WHEREAS**, introducing students to STEM at an early age fosters curiosity, critical thinking, and inspires future careers in these vital fields; and

**WHEREAS**, the City of Broken Arrow values the role of STEM education in preparing its youth with skills necessary to thrive in an increasingly technological world; and

**WHEREAS**, STEM learning cultivates problem-solving, creativity, and adaptability—skills that are vital in all areas of life and career; and

**WHEREAS**, Broken Arrow is home to numerous STEM-focused organizations and companies that enrich our community and contribute to scientific advancement; and

**WHEREAS**, by championing STEM education, Broken Arrow supports a future-ready community, encourages innovation, and strengthens its appeal as a center for technological progress; and

**WHEREAS**, the Tulsa Regional STEM Alliance (TRSA) has been instrumental in expanding STEM opportunities through mentorships, competitions, and events that inspire students and empower educators;

**NOW, THEREFORE**, I, Debra Wimpee, Mayor of the City of Broken Arrow, do hereby proclaim the month of **September as STEMtember** in the City of Broken Arrow. I encourage all citizens, schools, businesses, and organizations to visit <http://TulsaSTEM.org/STEMtember> and take part in celebrating and promoting STEM education to inspire the next generation of innovators and leaders.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Broken Arrow to be affixed this 2nd of September, 2025.

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*Mayor Debra Wimpee*  
*City of Broken Arrow, Oklahoma*



# City of Broken Arrow

## Request for Action

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**File #:** 25-275, **Version:** 1

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**Broken Arrow City Council**  
**Meeting of: 09-02-2025**

**Title:**

Update on the 2026 General Obligation Bond Package

**Background:**

The purpose of this item is to provide the City Manager and staff the opportunity to discuss certain aspects and updates on the upcoming 2026 General Obligation Bond package with City Council.

**Cost:** \$0

**Funding Source:** Source

**Requested By:** City Manager's Office

**Approved By:** City Manager's Office

**Attachments:** None

**Recommendation:**

Information only.



# City of Broken Arrow

## Request for Action

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**File #:** 25-1151, **Version:** 1

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**Broken Arrow City Council**  
**Meeting of: 09-02-2025**

**Title:**

Consideration, discussion, and possible approval of the re-appointment of Michelle Bergwall to the City of Broken Arrow Board of Adjustment for a three-year term to expire May 1, 2028

**Background:**

Board of Adjustment (BOA) members are appointed to serve three-year terms. The term for Board of Adjustment member Michelle Bergwall expired on April 19, 2025. Ms. Bergwall was appointed to the Board of Adjustment on April 19, 2022 by City Council to fill a vacancy created by the resignation of Richard Carter, whose term expired on May 1, 2022. Ms. Bergwall has expressed her willingness to continue to serve on the Board for another term.

Michelle Bergwall has been recommended by Vice Mayor Johnnie Parks to be reappointed for a three-year term to expire May 1, 2028.

**Cost:** \$0

**Funding Source:** None

**Requested By:** Rocky Henkel, Community Development Director

**Approved By:** City Manager's Office

**Attachments:** None

**Recommendation:**

Approve the appointment of Michelle Bergwall to serve a three-year term on the Board of Adjustment, to expire May 1, 2028.



# City of Broken Arrow

## Request for Action

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**File #:** 25-1209, **Version:** 1

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**Broken Arrow City Council**  
**Meeting of: 09-02-2025**

**Title:**

Consideration, discussion, and possible approval of and authorization to execute a Professional Consultant Agreement Amendment 1 with Selser Scheafer Architects (aka: Narrate Design) for the Construction Documents of a New Broken Arrow Municipal Services building (Project No. 2417170)

**Background:**

The Broken Arrow City Hall has been a staple for the community for more than 50 years. But as Broken Arrow has grown, they have outgrown the capacity of the current City Hall. Earlier this year the Request for Qualifications was published to have an evaluation of multiple sites and a Schematic Design for a New Municipal Services building. Many firms submitted their qualifications, and four firms were interviewed. Narrate Design was unanimously voted on as the most qualified firm by the selection committee that was comprised of City Staff. In December of 2023 the City of Broken Arrow voted to approve an agreement with Narrate Design to investigate three sites, provide programming and conceptual design for the Municipal Services building.

City staff negotiated Amendment 1 with Narrate Design to develop the conceptual designs from the initial contract into Construction Documents for the New Municipal Services building project. The agreement is for \$1,359,574.00 for a total project cost of \$1,534,074.00

**Cost:** \$1,359,574.00

**Funding Source:** STCI

**Requested By:** Charlie Bright, P.E. Director of Engineering & Construction

**Approved By:** City Manager's Office

**Attachments:** Professional Consulting Agreement

**Recommendation:**

Approval of and authorization to execute a Professional Consultant Agreement Amendment 1 with Selser Scheafer Architects (aka: Narrate Design) for the Construction Documents of a New Broken Arrow Municipal Services building (Project No. 2417170)

**AMENDMENT NO. 1  
TO  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
BETWEEN  
CITY OF BROKEN ARROW  
AND  
SELSER SCHAEFER ARCHITECTS**

**PROJECT NAME: Broken Arrow City Hall  
PROJECT NO. 2417170**

THIS **AMENDMENT NO. 1**, made and entered into this 12<sup>TH</sup> day of August 2025, by and between the CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation of the State of Oklahoma, hereinafter referred to as "CITY", and Selser Schaefer Architects, hereinafter referred to as "CONSULTANT";

**WITNESSETH:**

**WHEREAS**, CITY and CONSULTANT entered into an Agreement dated January 2, 2024 "ORIGINAL AGREEMENT" for services as set forth in said Agreement; and

**WHEREAS**, said ORIGINAL AGREEMENT requires CONSULTANT to develop programming, investigation, Conceptual Design and Site Selection for a new Broken Arrow City Hall.

**WHEREAS**, CITY and CONSULTANT propose to amend said ORIGINAL AGREEMENT to expand the project scope and compensation to prepare schematic design, design development, construction documents, bidding and permitting assistance, and contract administration for the Broken Arrow City Hall.

**WHEREAS**, the ORIGINAL AGREEMENT and Amendments No. 1 through No. 1 shall hereinafter collectively be referred to as the "Agreement"; and

**WHEREAS**, funding is now available for said additional services; and

**WHEREAS**, CONSULTANT is prepared to provide said additional services identified in this Amendment.

**NOW THEREFORE**, in consideration of the promises contained herein, the parties hereto agree to amend the Agreement as follows:

**1. PROJECT SCOPE.**

This Amendment requires CONSULTANT to provide schematic designs, design development, construction documents, bidding and permitting assistance, and contract administration services.

**2. CHANGE IN CONTRACT AMOUNT.**

As compensation for the additional work, CITY shall pay CONSULTANT in accordance with the terms as a change in the contract amount;

Original Contract Amount executed January 2, 2024	\$ 174,500.00
<u>Amendment No. 1</u>	<u>\$ 1,359,574.00</u>
Revised Total Contract Amount	\$ 1,534,074.00

**3. AMENDED PROJECT SCHEDULE**

The schedule for Amendment No. 1 is 690 days from Notice to Proceed.

**4. EFFECTIVE DATE AND AUTHORIZATION TO PROCEED.**

This Amendment No. 1 is effective upon signature of both parties.

Except as amended hereby, all terms of the Agreement shall remain in full force and effect without modification or change.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT, in multiple copies on the respective dates herein below reflected.

**OWNER:**

City of Broken Arrow, a Municipal Corporation

By: \_\_\_\_\_  
Michael L. Spurgeon, City Manager

Date: \_\_\_\_\_

**CONSULTANT:**

Selser Schaefer Architects

By: Hank Spieker  
Hank Spieker, AIA, Partner

Date: 12 August 2025

(CORPORATE SEAL, IF APPLICABLE)

Attest: \_\_\_\_\_  
City Clerk [Seal]

Date: \_\_\_\_\_

Attest: SHANE D. AARON  
Name: SHANE D. AARON, AIA  
Office: PRESIDENT

Date: 12 AUGUST 2025

Approved as to form:

Graham Parker  
Assistant City Attorney

**VERIFICATION**

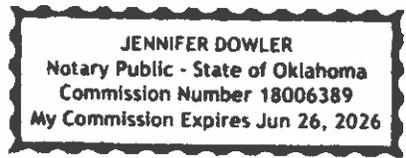
State of Oklahoma )  
  ) §  
County of Tulsa )

Before me, a Notary Public, on this 12 day of August, 2025, personally appeared Hank Spieker, known to be to be the (President, Vice-President, Corporate Officer, Member, or Other: \_\_\_\_\_) of Selser Schaefer Architects, and to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

June 26, 2026

J. Dowler  
Notary Public



**ATTACHMENT A**  
**TO**  
**AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES**  
**BETWEEN**  
**CITY OF BROKEN ARROW (OWNER)**  
**AND**  
**SELSER SCHAEFER ARCHITECTS**  
**FOR**  
**BROKEN ARROW CITY HALL**  
**PROJECT 2417170**

**SCOPE OF SERVICES**

**1.0 AMENDMENT SCOPE**

**1.1 Schematic Design Phase**

- 1.1.1 The CONSULTANT will facilitate one (1) design phase kick-off meeting with CITY representative to review and confirm the space program and site due diligence. Using the information gather from the previous phase the CONSULTANT will prepare Schematic Design Documents that will include:
- 1.1.1.1 Site plan, Floor plan, Roof plan and Exterior Elevations, along with preliminary Structural Framing plan and HVAC Zone Diagram.
  - 1.1.1.2 Quality Profile Narrative that identifies major material and systems and establishes in general their quality levels.
  - 1.1.1.3 An Opinion of Probable Construction Cost

**1.2 Design Development Phase**

- 1.2.1 The CONSULTANT will prepare design development documents for the CITY's approval and will include:
- 1.2.1.1 Site Plan, Floor Plan, Reflected Ceiling Plan, Roof Plan, Interior and Exterior Elevations, typical construction details and diagrammatic layout of the site utilities and building systems including mechanical, electrical, plumbing and fire protection.
  - 1.2.1.2 Quality Profile Narrative that identifies major material and systems and establishes in general their quality levels.
  - 1.2.1.3 Interior and Exterior Finishes

**1.3 Construction Documents Phase:**

- 1.3.1 The CONSULTANT will prepare Construction Documents for the CITY's approval and will include:
- 1.3.1.1 Construction Documents consisting of drawings and specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the WORK.
  - 1.3.1.2 The CONSULTANT will submit 50% complete, and 95% complete Construction Documents for CITY'S review.
  - 1.3.1.3 The CONSULTANT will incorporate comments from the 50% and 95% complete reviews, and provide signed and sealed final documents for bidding and permitting.

**1.4 Bidding Assistance Phase:**

- 1.4.1 The CONSULTANT will assist the CITY and potential Construction Manager with:
- 1.4.1.1 Attending Pre-Bid Meeting
  - 1.4.1.2 Answering Request for Interpretation from Bidders
  - 1.4.1.3 Reviewing Substitution Requests

- 1.4.1.4 Issuing Addenda
- 1.5 Permitting Assistance phase:
- 1.5.1 The CONSULTANT will submit the Construction Documents to the City of Broken Arrow Permit Center and respond to any Letters of Deficiency (LOD). The CITY will be responsible for the payment of all plan review and permitting fees.
- Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or the Owner's approval of the Construction Manager's Control Estimate, as applicable, the CONSULTANT shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the CONSULTANT. The CONSULTANT and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.
- At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and CONSULTANT, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal or Control Estimate. The CONSULTANT shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The CONSULTANT's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. If the CONSULTANT discovers any inconsistencies or inaccuracies in the information presented, the CONSULTANT shall promptly notify the Owner and Construction Manager.
- Revising the Drawings, Specifications, and other documents resulting from agreed-upon assumptions, substitutions and clarifications included in the Guaranteed Maximum Price Amendment or Control Estimate shall be considered an Additional Service and the CONSULTANT shall not proceed until the CONSULTANT received written authorization from the Owner.
- 1.6 Contract Administration Phase:
- 1.6.1 The CONSULTANT will participate in the Construction Manager's bi-weekly (once every two calendar weeks) Owner-Architect-Contractor Meetings.
- 1.6.2 The CONSULTANT will respond to the Construction Manager's requests for additional information about the Contract Documents. The CONSULTANT will review shop drawings and submittals to confirm conformance with the Contract Documents.
- 1.6.3 During the duration of the project construction, the CONSULTANT will visit the site in the following intervals:
- 1.6.3.1 The CONSULTANT will visit the site bi-weekly (once every two calendar weeks) to review the work in progress and verify general compliance with the Contract Documents. After each site visit, a field report will be generated to document observations and note issues that should be addressed by the Construction Manager. Based on the estimated construction phase duration of 60 weeks, the CONSULTANT will provide thirty (30) contract administration phase site visits.
- 1.6.3.2 The CONSULTANT's Consultants will visit the site at the quantities indicated below to review the work in progress and verify general

compliance with the Contract Documents. After the site visit, a field report will be generated to document observations and note issues that should be addressed by the Construction Manager.

1.6.3.3 Civil Engineer: Three (3) site visits and one (1) final punch visit.

1.6.3.4 Structural Engineer: Eight (8) site visits.

1.6.3.5 Mechanical Engineer: Three (3) site visits and one (1) final punch visit.

1.6.3.6 Electrical Engineer: Three (3) site visits and one (1) final punch visit.

1.6.3.7 Landscape ENGINEER: Six (6) site visits and one (1) final punch visit.

1.6.4 The CONSULTANT will review and certify the Construction Manager's monthly applications for payment.

1.6.5 The CONSULTANT will conduct a final punch of the Work and prepare and issue a final punch list and Certificate of Substantial Completion.

1.6.6 The CONSULTANT will review and facilitate transfer of final close-out documents from the Construction Manger to the Owner. The CONSULTANT will conduct a final inspection of the Work and prepare and issue a final Certificate for Payment.

**ATTACHMENT B**  
**TO**  
**AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES**  
**BETWEEN**  
**CITY OF BROKEN ARROW (OWNER)**  
**AND**  
**SELSER SCHAEFER ARCHITECTS**  
**FOR**  
**BROKEN ARROW CITY HALL**  
**PROJECT 2417170**

**ORGANIZATION OF SUBMITTAL DOCUMENTS**

- 1.0 Schematic Design Phase: The CONSULTANT shall submit in-full a 100% complete Schematic Design Documents, and an Opinion of Probable Construction Cost for the CITY to review. These will be submitted as PDF via email or flashdrive.
- 2.0 Design Development Phase: The CONSULTANT shall submit in-full a 50% complete Design Development Documents, and 100% complete Design Development Documents for the CITY to review. These will be submitted as PDF via email or flashdrive.
- 3.0 Construction Documents Phase: The CONSULTANT shall submit in-full a 50% complete Construction Documents, 95% complete Construction Documents for the CITY to review. They will also provide a signed and sealed final document for bidding and permitting. These will be submitted as PDF via email or flashdrive, the final plans will also be submitted in ACAD compatible files via email or flashdrive.
- 4.0 Permitting Phase: The CONSULTANT shall submit in-full construction documents to the City of Broken Arrow Permit Center and respond to any Letters of Deficiency (LOD).
- 5.0 Bidding Phase: The CONSULTANT shall submit addenda answering requests for interpretation and substitution request.

**ATTACHMENT C  
TO  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
BETWEEN  
CITY OF BROKEN ARROW (OWNER)  
AND  
SELSER SCHAEFER ARCHITECTS  
FOR  
BROKEN ARROW CITY HALL  
PROJECT 2417170**

**COMPENSATION AND ADDITIONAL SERVICES**

**1.0 BASIC COMPENSATION**

The basic compensation for the Professional Consultant to perform all duties and responsibilities associated with the Scope of Services as described in Attachment A shall be in accordance with the following payment breakdown:

- 1.1 Schematic Design Phase: The OWNER shall pay the CONSULTANT a lump sum amount of \$222,550.00 for the completion of the Schematic Design Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services
- 1.2 Design Development Phase: The OWNER shall pay the CONSULTANT a lump sum amount of \$357,375.00 for the completion of the Design Development Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services
- 1.3 Construction Documents Phase: The OWNER shall pay the CONSULTANT a lump sum amount of \$478,898.00 for the completion of the Construction Document Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services
- 1.4 Bidding and Permitting Phase: The OWNER shall pay the CONSULTANT an hourly rate not to exceed \$57,174.00 for the Bidding and Permitting Phase per the rate in Addendum 1. This amount includes all labor, material, overhead and profit associated with the Scope of Services
- 1.5 Contract Administration Phase: The OWNER shall pay the CONSULTANT an hourly rate not to exceed \$243,577.00 for the Contract Administration Phase per the rate in Addendum 1. This amount includes all labor, material, overhead and profit associated with the Scope of Services

**ATTACHMENT D  
TO  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
BETWEEN  
CITY OF BROKEN ARROW (OWNER)  
AND  
SELSER SCHAEFER ARCHITECTS  
FOR  
BROKEN ARROW CITY HALL  
PROJECT 2417170**

**PROJECT SCHEDULE**

- 1.0 Schematic Design: 10 weeks**
- 2.0 Design Development Phase: 10 weeks**
- 3.0 Construction Documents: 12 weeks**
- 4.0 Bidding and Permitting: 6 weeks (estimated)**
- 5.0 Contract Administration: 60 weeks (estimated)**

**AMENDMENT 1  
TO  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
BETWEEN  
CITY OF BROKEN ARROW (OWNER)  
AND  
SELSER SCHAEFER ARCHITECTS  
FOR  
BROKEN ARROW CITY HALL  
PROJECT 2417170**

**CONSULTANT HOURLY RATES**

**Narrate Design**

Principal Architect	\$220.00	Architect IV / Designer IV	\$155.00
Project Manager	\$195.00	Architect III / Designer III	\$145.00
Project Designer	\$195.00	Architect II / Designer II	\$135.00
Visualization	\$195.00	Architect I / Designer I	\$120.00
Contract Administrator II	\$195.00	Administrative	\$90.00
Contract Administrator I	\$180.00		

**Wallace Design Collective**

Principal	\$230.00	Technical Designer II	\$160.00
Associate	\$210.00	Technical Designer I	\$150.00
Professional Engineer II	\$175.00	BIM Technician III	\$145.00
Professional Engineer I	\$160.00	BIM Technician II	\$135.00
Intern Engineer	\$150.00	BIM Technician I	\$125.00
GIS Specialist	\$150.00	Engineering Coordinator	\$125.00
Information Technologist	\$160.00	Administrative	\$110.00

**360 Engineering**

Principal	\$205.00	Project Lead I	\$165.00
Associate Principal	\$195.00	Structural Engineer Intern II	\$155.00
Associate	\$190.00	Structural Engineer Intern I	\$145.00
Structural Engineer II	\$175.00	Structural Designer	\$145.00
Structural Engineer I	\$165.00	Structural Drafter	\$120.00
Project Lead II	\$175.00	Administrative	\$110.00

**Phillips + Gomez**

Senior Principal Engineer	\$225.00	Engineer/Designer II	\$150.00
Principal Engineer	\$200.00	Engineer/Designer I	\$135.00
Director/Engineer	\$185.00	CADD Technician II	\$110.00
Engineer/Designer IV	\$175.00	CADD Technician I	\$100.00
Engineer/Designer III	\$165.00	Clerical	\$80.00

**Alaback Design Associates, Inc.**

Principal Architect	\$160.00	Landscape Designer	\$100.00
Landscape Architect	\$120.00	Administrative/Support	\$78.00



# City of Broken Arrow

## Request for Action

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**File #: 25-1212, Version: 1**

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**Broken Arrow City Council  
Meeting of: 09-02-2025**

**Title:**

Consideration, discussion and possible adoption of Ordinance No. 3890 amending Section 2-15 to Chapter 2-Administration, Article I-In general to the Code of Ordinances for the City of Broken Arrow, Oklahoma; providing for the display of flags by the City of Broken Arrow to City of Broken Arrow facilities; purpose for the ordinance; the City's intent to only display the flag of the United States, the flag of the state of Oklahoma, the National League of Families' POW-MIA flag, the flag of the City of Broken Arrow, the flags of the United States Armed Forces at city owned or operated facilities and the flag of the Muscogee Nation; adopting a policy for the display of flags by the City of Broken Arrow at city facilities; order of precedence for display of flags; no other flags on city flagpoles; City Manager's authority to order flags to half staff; repealing all ordinances to the contrary; and declaring an emergency

**Background:**

Council directed staff to prepare an ordinance providing for display of the flag of the Muscogee Nation at City owned or operated facilities.

**Cost:** No Cost

**Funding Source:** No Source

**Requested By:** City Manager's Office

**Approved By:** Trevor Dennis, City Attorney

**Attachments:** Ordinance No. 3890

**Recommendation:**

Adopt Ordinance No. 3890 and approve the emergency clause

**ORDINANCE NO. 3890**

**AN ORDINANCE AMENDING SECTION 2-15 TO CHAPTER 2-ADMINISTRATION, ARTICLE I-IN GENERAL TO THE CODE OF ORDINANCES FOR THE CITY OF BROKEN ARROW, OKLAHOMA; PROVIDING FOR THE DISPLAY OF FLAGS BY THE CITY OF BROKEN ARROW TO CITY OF BROKEN ARROW FACILITIES; PURPOSE FOR THE ORDINANCE; THE CITY'S INTENT TO ONLY DISPLAY THE FLAG OF THE UNITED STATES, THE FLAG OF THE STATE OF OKLAHOMA, THE NATIONAL LEAGUE OF FAMILIES' POW-MIA FLAG, THE FLAG OF THE CITY OF BROKEN ARROW, THE FLAGS OF THE UNITED STATES ARMED FORCES AT CITY OWNED OR OPERATED FACILITIES AND THE FLAG OF THE MUSCOGEE NATION; ADOPTING A POLICY FOR THE DISPLAY OF FLAGS BY THE CITY OF BROKEN ARROW AT CITY FACILITIES; ORDER OF PRECEDENCE FOR DISPLAY OF FLAGS; NO OTHER FLAGS ON CITY FLAGPOLES; CITY MANAGER'S AUTHORITY TO ORDER FLAGS TO HALF STAFF; REPEALING ALL ORDINANCES TO THE CONTRARY; AND DECLARING AN EMERGENCY**

**SECTION I.** That the City of Broken Arrow Code of Ordinances, Chapter 2-Administration, Article I-In General, Section 2-15 Display of Flags by the City of Broken Arrow shall read as follows:

**A. Purpose**

The purpose of this Ordinance is to establish the guidelines for the display of flags by the City of Broken Arrow at City of Broken Arrow facility owned flag poles.

**B. Intent-Governing Law**

It is the intent of this Section to provide guidance for the display of the following flags at City owned or operated facilities within the City of Broken Arrow:

1. The flag of the United States as defined in 4 U.S.C. § 1 Flag; stripes and stars on;
2. The flag of the State of Oklahoma as defined in 25 O.S. § 91 State Flag-design;
3. The National League of Families' POW-MIA flag as defined in 36 U.S.C. § 902;
4. The flag of the City of Broken Arrow;
5. The flags of the United States Armed Forces, including the flags of the United States Army, Marine Corps, Navy, Air Force, Space Force and Coast Guard;
6. The flag of the Muscogee Nation.

### **C. Policy**

It is the policy of the City of Broken Arrow that flags should be displayed in conformance with Federal and State policies, as stated in the Federal “Our Flag” publication of Congress, House Document No. 96-144; 36 U.S.C. § 175, Chapter 10-Patriotic Customs; 25 O.S. § 91.1, Public Institutions-Display of Flag; 36 U.S.C. § 902 National League of Families POW/MIA flag; Public Law 116-67 of the 116<sup>th</sup> Congress designating the days on which the POW/MIA flag is displayed. The Director of Maintenance Services is responsible for ensuring the proper execution of this policy at all City facilities.

### **D. Order of Precedence**

Flags will be flown at City of Broken Arrow facilities in the following order of precedence: first, the United States flag; second, the State of Oklahoma; and third the National League of Families’ POW/MIA flag; fourth the flag of the City of Broken Arrow; fifth, the order of precedence of the United States Armed Forces flags together is Army, Marine Corps, Navy, Air Force, Space Force and Coast Guard; sixth the flag of the Muscogee Nation.

### **E. No Other Flags**

The City’s flagpoles are not intended to serve as a forum for free expression by the public. No private flags shall be flown on City of Broken Arrow facility owned flag poles. The City shall only display those flags specifically identified in Section 2-15 (B). The City Manager or his designee is authorized to determine the flags identified in Section 2-15 (B) that shall be flown at City owned or operated facilities within the City of Broken Arrow.

### **F. City Manager’s Authority to order flags to half staff**

Flags at all City facilities shall be displayed in accordance with the above Policy stated in Section 2-15 (C). However, the City Manager or his designee may order flags to be lowered to half-staff, in honor of the death of a City employee killed in the line of duty.

**SECTION II.** Any ordinance or parts of ordinances found to be in conflict herewith are hereby repealed.

**SECTION III.** An emergency exists for the preservation of the public health, peace, and safety, and therefore this ordinance shall become effective from and after the time of its passage and approval.

**PASSED AND APPROVED** and the emergency clause ruled upon separately this 2<sup>nd</sup> day of September, 2025.

ATTEST:

\_\_\_\_\_  
MAYOR

---

(Seal) CITY CLERK

APPROVED:

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CITY ATTORNEY



# City of Broken Arrow

## Request for Action

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**File #:** 25-1248, **Version:** 1

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**Broken Arrow City Council**  
**Meeting of: 09-02-2025**

**Title:**

Consideration, discussion and possible approval of an emergency measure for Ordinance No. 3890; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist

**Background:**

Oklahoma Statute 11 O.S. § 14-103 requires the emergency clause be ruled upon separately by the governing body. With the implementation of vote cast, this item allows the emergency clause to be separately voted on.

**Cost:** No Cost

**Funding Source:** No Source

**Requested By:** Trevor Dennis, City Attorney

**Approved By:** City Manager's Office

**Attachments:** N/A

**Recommendation:**

Approve the emergency clause for Ordinance No. 3890.

**AMENDMENT NO. 1  
TO  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
BETWEEN  
CITY OF BROKEN ARROW  
AND  
SELSER SCHAEFER ARCHITECTS**

**PROJECT NAME: Broken Arrow City Hall  
PROJECT NO. 2417170**

THIS **AMENDMENT NO. 1**, made and entered into this 12<sup>TH</sup> day of August 2025, by and between the CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation of the State of Oklahoma, hereinafter referred to as "CITY", and Selser Schaefer Architects, hereinafter referred to as "CONSULTANT";

**WITNESSETH:**

**WHEREAS**, CITY and CONSULTANT entered into an Agreement dated January 2, 2024 "ORIGINAL AGREEMENT" for services as set forth in said Agreement; and

**WHEREAS**, said ORIGINAL AGREEMENT requires CONSULTANT to develop programming, investigation, Conceptual Design and Site Selection for a new Broken Arrow City Hall.

**WHEREAS**, CITY and CONSULTANT propose to amend said ORIGINAL AGREEMENT to expand the project scope and compensation to prepare schematic design, design development, construction documents, bidding and permitting assistance, and contract administration for the Broken Arrow City Hall.

**WHEREAS**, the ORIGINAL AGREEMENT and Amendments No. 1 through No. 1 shall hereinafter collectively be referred to as the "Agreement"; and

**WHEREAS**, funding is now available for said additional services; and

**WHEREAS**, CONSULTANT is prepared to provide said additional services identified in this Amendment.

**NOW THEREFORE**, in consideration of the promises contained herein, the parties hereto agree to amend the Agreement as follows:

**1. PROJECT SCOPE.**

This Amendment requires CONSULTANT to provide schematic designs, design development, construction documents, bidding and permitting assistance, and contract administration services.

**2. CHANGE IN CONTRACT AMOUNT.**

As compensation for the additional work, CITY shall pay CONSULTANT in accordance with the terms as a change in the contract amount;

Original Contract Amount executed January 2, 2024	\$ 174,500.00
<u>Amendment No. 1</u>	<u>\$ 1,359,574.00</u>

Revised Total Contract Amount	\$ 1,534,074.00
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**3. AMENDED PROJECT SCHEDULE**

The schedule for Amendment No. 1 is 690 days from Notice to Proceed.

**4. EFFECTIVE DATE AND AUTHORIZATION TO PROCEED.**

This Amendment No. 1 is effective upon signature of both parties.

Except as amended hereby, all terms of the Agreement shall remain in full force and effect without modification or change.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT, in multiple copies on the respective dates herein below reflected.

**OWNER:**

City of Broken Arrow, a Municipal Corporation

By: \_\_\_\_\_  
Michael L. Spurgeon, City Manager

Date: \_\_\_\_\_

**CONSULTANT:**

Selser Schaefer Architects

By: Hank Spieker  
Hank Spieker, AIA, Partner

Date: 12 August 2025

(CORPORATE SEAL, IF APPLICABLE)

Attest: \_\_\_\_\_  
City Clerk [Seal]

Date: \_\_\_\_\_

Attest: Shane D. Aaron  
Name: SHANE D. AARON, AIA  
Office: PRESIDENT

Date: 12 AUGUST 2025

Approved as to form:

Graham Parker  
Assistant City Attorney

**VERIFICATION**

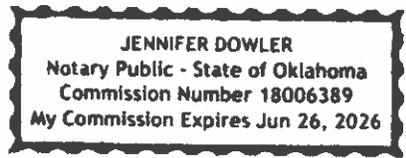
State of Oklahoma )  
County of Tulsa ) §

Before me, a Notary Public, on this 12 day of August, 2025, personally appeared Hank Spieker, known to be to be the (President, Vice-President, Corporate Officer, Member, or Other: \_\_\_\_\_) of Selser Schaefer Architects, and to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

June 26, 2026

J. Dowler  
Notary Public



**ATTACHMENT A  
TO  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
BETWEEN  
CITY OF BROKEN ARROW (OWNER)  
AND  
SELSER SCHAEFER ARCHITECTS  
FOR  
BROKEN ARROW CITY HALL  
PROJECT 2417170**

**SCOPE OF SERVICES**

**1.0 AMENDMENT SCOPE**

**1.1 Schematic Design Phase**

- 1.1.1 The CONSULTANT will facilitate one (1) design phase kick-off meeting with CITY representative to review and confirm the space program and site due diligence. Using the information gather from the previous phase the CONSULTANT will prepare Schematic Design Documents that will include:
- 1.1.1.1 Site plan, Floor plan, Roof plan and Exterior Elevations, along with preliminary Structural Framing plan and HVAC Zone Diagram.
  - 1.1.1.2 Quality Profile Narrative that identifies major material and systems and establishes in general their quality levels.
  - 1.1.1.3 An Opinion of Probable Construction Cost

**1.2 Design Development Phase**

- 1.2.1 The CONSULTANT will prepare design development documents for the CITY's approval and will include:
- 1.2.1.1 Site Plan, Floor Plan, Reflected Ceiling Plan, Roof Plan, Interior and Exterior Elevations, typical construction details and diagrammatic layout of the site utilities and building systems including mechanical, electrical, plumbing and fire protection.
  - 1.2.1.2 Quality Profile Narrative that identifies major material and systems and establishes in general their quality levels.
  - 1.2.1.3 Interior and Exterior Finishes

**1.3 Construction Documents Phase:**

- 1.3.1 The CONSULTANT will prepare Construction Documents for the CITY's approval and will include:
- 1.3.1.1 Construction Documents consisting of drawings and specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the WORK.
  - 1.3.1.2 The CONSULTANT will submit 50% complete, and 95% complete Construction Documents for CITY'S review.
  - 1.3.1.3 The CONSULTANT will incorporate comments from the 50% and 95% complete reviews, and provide signed and sealed final documents for bidding and permitting.

**1.4 Bidding Assistance Phase:**

- 1.4.1 The CONSULTANT will assist the CITY and potential Construction Manager with:
- 1.4.1.1 Attending Pre-Bid Meeting
  - 1.4.1.2 Answering Request for Interpretation from Bidders
  - 1.4.1.3 Reviewing Substitution Requests

- 1.4.1.4 Issuing Addenda
- 1.5 Permitting Assistance phase:
- 1.5.1 The CONSULTANT will submit the Construction Documents to the City of Broken Arrow Permit Center and respond to any Letters of Deficiency (LOD). The CITY will be responsible for the payment of all plan review and permitting fees.
- Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or the Owner's approval of the Construction Manager's Control Estimate, as applicable, the CONSULTANT shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the CONSULTANT. The CONSULTANT and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.
- At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and CONSULTANT, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal or Control Estimate. The CONSULTANT shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The CONSULTANT's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. If the CONSULTANT discovers any inconsistencies or inaccuracies in the information presented, the CONSULTANT shall promptly notify the Owner and Construction Manager.
- Revising the Drawings, Specifications, and other documents resulting from agreed-upon assumptions, substitutions and clarifications included in the Guaranteed Maximum Price Amendment or Control Estimate shall be considered an Additional Service and the CONSULTANT shall not proceed until the CONSULTANT received written authorization from the Owner.
- 1.6 Contract Administration Phase:
- 1.6.1 The CONSULTANT will participate in the Construction Manager's bi-weekly (once every two calendar weeks) Owner-Architect-Contractor Meetings.
- 1.6.2 The CONSULTANT will respond to the Construction Manager's requests for additional information about the Contract Documents. The CONSULTANT will review shop drawings and submittals to confirm conformance with the Contract Documents.
- 1.6.3 During the duration of the project construction, the CONSULTANT will visit the site in the following intervals:
- 1.6.3.1 The CONSULTANT will visit the site bi-weekly (once every two calendar weeks) to review the work in progress and verify general compliance with the Contract Documents. After each site visit, a field report will be generated to document observations and note issues that should be addressed by the Construction Manager. Based on the estimated construction phase duration of 60 weeks, the CONSULTANT will provide thirty (30) contract administration phase site visits.
- 1.6.3.2 The CONSULTANT's Consultants will visit the site at the quantities indicated below to review the work in progress and verify general

compliance with the Contract Documents. After the site visit, a field report will be generated to document observations and note issues that should be addressed by the Construction Manager.

1.6.3.3 Civil Engineer: Three (3) site visits and one (1) final punch visit.

1.6.3.4 Structural Engineer: Eight (8) site visits.

1.6.3.5 Mechanical Engineer: Three (3) site visits and one (1) final punch visit.

1.6.3.6 Electrical Engineer: Three (3) site visits and one (1) final punch visit.

1.6.3.7 Landscape ENGINEER: Six (6) site visits and one (1) final punch visit.

1.6.4 The CONSULTANT will review and certify the Construction Manager's monthly applications for payment.

1.6.5 The CONSULTANT will conduct a final punch of the Work and prepare and issue a final punch list and Certificate of Substantial Completion.

1.6.6 The CONSULTANT will review and facilitate transfer of final close-out documents from the Construction Manger to the Owner. The CONSULTANT will conduct a final inspection of the Work and prepare and issue a final Certificate for Payment.

**ATTACHMENT B**  
**TO**  
**AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES**  
**BETWEEN**  
**CITY OF BROKEN ARROW (OWNER)**  
**AND**  
**SELSER SCHAEFER ARCHITECTS**  
**FOR**  
**BROKEN ARROW CITY HALL**  
**PROJECT 2417170**

**ORGANIZATION OF SUBMITTAL DOCUMENTS**

- 1.0 Schematic Design Phase: The CONSULTANT shall submit in-full a 100% complete Schematic Design Documents, and an Opinion of Probable Construction Cost for the CITY to review. These will be submitted as PDF via email or flashdrive.
- 2.0 Design Development Phase: The CONSULTANT shall submit in-full a 50% complete Design Development Documents, and 100% complete Design Development Documents for the CITY to review. These will be submitted as PDF via email or flashdrive.
- 3.0 Construction Documents Phase: The CONSULTANT shall submit in-full a 50% complete Construction Documents, 95% complete Construction Documents for the CITY to review. They will also provide a signed and sealed final document for bidding and permitting. These will be submitted as PDF via email or flashdrive, the final plans will also be submitted in ACAD compatible files via email or flashdrive.
- 4.0 Permitting Phase: The CONSULTANT shall submit in-full construction documents to the City of Broken Arrow Permit Center and respond to any Letters of Deficiency (LOD).
- 5.0 Bidding Phase: The CONSULTANT shall submit addenda answering requests for interpretation and substitution request.

**ATTACHMENT C  
TO  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
BETWEEN  
CITY OF BROKEN ARROW (OWNER)  
AND  
SELSER SCHAEFER ARCHITECTS  
FOR  
BROKEN ARROW CITY HALL  
PROJECT 2417170**

**COMPENSATION AND ADDITIONAL SERVICES**

**1.0 BASIC COMPENSATION**

The basic compensation for the Professional Consultant to perform all duties and responsibilities associated with the Scope of Services as described in Attachment A shall be in accordance with the following payment breakdown:

- 1.1 Schematic Design Phase: The OWNER shall pay the CONSULTANT a lump sum amount of \$222,550.00 for the completion of the Schematic Design Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services
- 1.2 Design Development Phase: The OWNER shall pay the CONSULTANT a lump sum amount of \$357,375.00 for the completion of the Design Development Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services
- 1.3 Construction Documents Phase: The OWNER shall pay the CONSULTANT a lump sum amount of \$478,898.00 for the completion of the Construction Document Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services
- 1.4 Bidding and Permitting Phase: The OWNER shall pay the CONSULTANT an hourly rate not to exceed \$57,174.00 for the Bidding and Permitting Phase per the rate in Addendum 1. This amount includes all labor, material, overhead and profit associated with the Scope of Services
- 1.5 Contract Administration Phase: The OWNER shall pay the CONSULTANT an hourly rate not to exceed \$243,577.00 for the Contract Administration Phase per the rate in Addendum 1. This amount includes all labor, material, overhead and profit associated with the Scope of Services

**ATTACHMENT D  
TO  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
BETWEEN  
CITY OF BROKEN ARROW (OWNER)  
AND  
SELSER SCHAEFER ARCHITECTS  
FOR  
BROKEN ARROW CITY HALL  
PROJECT 2417170**

**PROJECT SCHEDULE**

- 1.0 Schematic Design: 10 weeks**
- 2.0 Design Development Phase: 10 weeks**
- 3.0 Construction Documents: 12 weeks**
- 4.0 Bidding and Permitting: 6 weeks (estimated)**
- 5.0 Contract Administration: 60 weeks (estimated)**

**AMENDMENT 1  
TO  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
BETWEEN  
CITY OF BROKEN ARROW (OWNER)  
AND  
SELSER SCHAEFER ARCHITECTS  
FOR  
BROKEN ARROW CITY HALL  
PROJECT 2417170**

**CONSULTANT HOURLY RATES**

**Narrate Design**

Principal Architect	\$220.00	Architect IV / Designer IV	\$155.00
Project Manager	\$195.00	Architect III / Designer III	\$145.00
Project Designer	\$195.00	Architect II / Designer II	\$135.00
Visualization	\$195.00	Architect I / Designer I	\$120.00
Contract Administrator II	\$195.00	Administrative	\$90.00
Contract Administrator I	\$180.00		

**Wallace Design Collective**

Principal	\$230.00	Technical Designer II	\$160.00
Associate	\$210.00	Technical Designer I	\$150.00
Professional Engineer II	\$175.00	BIM Technician III	\$145.00
Professional Engineer I	\$160.00	BIM Technician II	\$135.00
Intern Engineer	\$150.00	BIM Technician I	\$125.00
GIS Specialist	\$150.00	Engineering Coordinator	\$125.00
Information Technologist	\$160.00	Administrative	\$110.00

**360 Engineering**

Principal	\$205.00	Project Lead I	\$165.00
Associate Principal	\$195.00	Structural Engineer Intern II	\$155.00
Associate	\$190.00	Structural Engineer Intern I	\$145.00
Structural Engineer II	\$175.00	Structural Designer	\$145.00
Structural Engineer I	\$165.00	Structural Drafter	\$120.00
Project Lead II	\$175.00	Administrative	\$110.00

**Phillips + Gomez**

Senior Principal Engineer	\$225.00	Engineer/Designer II	\$150.00
Principal Engineer	\$200.00	Engineer/Designer I	\$135.00
Director/Engineer	\$185.00	CADD Technician II	\$110.00
Engineer/Designer IV	\$175.00	CADD Technician I	\$100.00
Engineer/Designer III	\$165.00	Clerical	\$80.00

**Alaback Design Associates, Inc.**

Principal Architect	\$160.00	Landscape Designer	\$100.00
Landscape Architect	\$120.00	Administrative/Support	\$78.00

**TEMPORARY CONSTRUCTION EASEMENT**

KNOW ALL MEN BY THESE PRESENTS:

That all undersigned, **BRISTOL PONDS HOA**, the Owner(s), of the legal and equitable title to the following described real estate situated in Tulsa County, State of Oklahoma, for and in consideration of the sum of One Dollar (\$1.00), cash in hand, paid by the City of Broken Arrow, an municipal corporation, Oklahoma, and other good and valuable considerations, receipt of which are hereby acknowledged, do(es) hereby grant and convey unto the said **CITY OF BROKEN ARROW**, a municipal corporation, County of Tulsa, State of Oklahoma, a temporary easement, through, over, and under, and across the following described property, situated in said County, to-wit:

**SEE EXHIBIT "A"**

for a period of not more than 12 MONTHS FROM THE START OF CONSTRUCTION. This grant of temporary right to use and occupy is given for the purpose of permitting the City of Broken Arrow, its employees, representatives, agents, and/or persons under contract with it, to use said described property for construction of the roadway improvements.

That the Owner(s) agree that this temporary construction easement shall be binding upon their heirs, executors, administrators and personal representatives during the term hereof and further agree that in the event the premises covered by this temporary construction easement are sold, assigned or conveyed, that the purchaser or grantee thereof will be advised of the existence of this temporary grant and that said sale during said term shall be made subject to the rights herein given.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this 21st day of August 2025.

BRISTOL PONDS HOA



\_\_\_\_\_  
Troy Sanstra, Treasurer

STATE OF OKLAHOMA    )  
  ) §  
COUNTY OF TULSA        )

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 21<sup>st</sup> day August, 2025, personally appeared Troy Sanstra, to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last written above.



Karen Pax  
NOTARY PUBLIC

Approved as to Form:  
CITY of Broken Arrow, Oklahoma,  
A municipal corporation

Approved as to Substance:  
CITY of Broken Arrow, Oklahoma,  
A municipal corporation

D. Graham Parker  
Assistant City Attorney

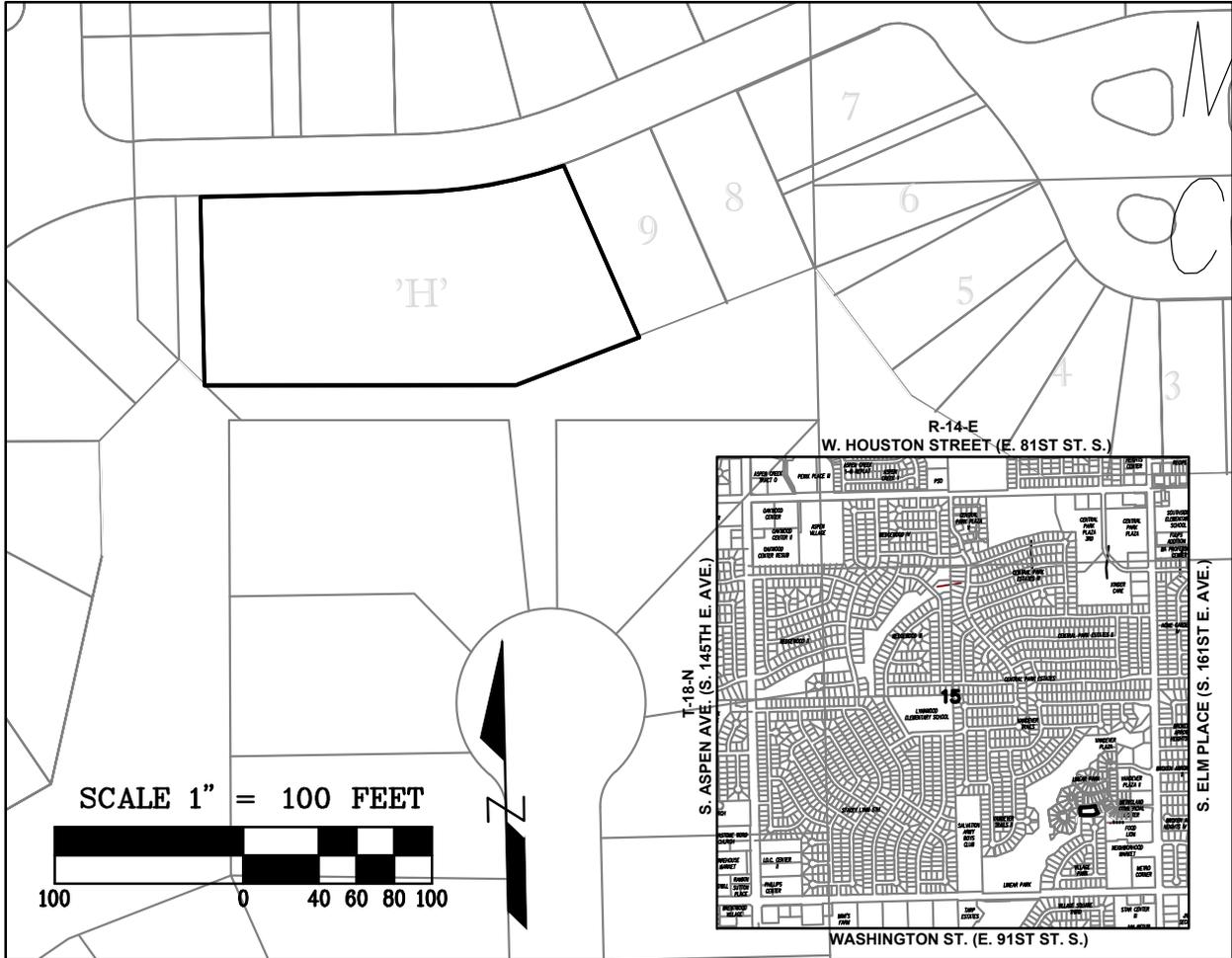
Michael L. Spurgeon, City Manager

Attest:

\_\_\_\_\_  
City Clerk

Engineer: ER Date: 8/22/2025  
Project: SW25080 Bristol Ponds HOA Parcel 1

# TEMPORARY CONSTRUCTION EASEMENT



## TEMPORARY CONSTRUCTION EASEMENT

PROJECT SW25080

### LEGAL DESCRIPTION:

BRISTOL PONDS, AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA BEING A SUBDIVISION OF A PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION FIFTEEN (15), TOWNSHIP 18 NORTH, RANGE 14 EAST, OF THE INDIAN BASE AND MERIDIAN, MORE SPECIFICALLY DESCRIBED AS:

RESERVE AREA "H"

HAVING AN AREA OF 22,700 SQUARE FEET OR 0.52 ACRES

BEARINGS BASED ON THE OKLAHOMA STATE PLANE GRID ZONE NORTH.

RFP 25.179 - Trucking Service	Bidders	
Description: This will be a time and materials agreement based on hourly rates for trucking services. The contractor will provide trucks, equipment, and operators as needed, and will be compensated according to the hourly rates submitted in the bid. All work will be scheduled and coordinated by the City of Broken Arrow, and services will be requested on an as-needed basis. No guarantee is made regarding the quantity or frequency of work under this contract.	Bear Down Logistics Inc. Desmond Clark	Perimeter Global Logistics
Price Summary - Rates and Charges		
End Dump	\$140.00	N/A
Flat Bed Trailer with Walls	\$250.00	\$210.00
Bobtail	\$111.00	\$210.00
Detachable Lowboy Trailer	\$155.00	\$210.00
List Fuel Surcharge Pricing	N/A	Will be based on EIA FSC + 10%
List Other Optional Service Along With Pricing	N/A	N/A
List Any Value-Added Services And/Or Volume Discount Information	N/A	N/A
Comments/Notes:		
		\$210 per hour is based on regular routes/services Emergency services will be billed at \$415 per hour and is subject to fleet availability at time of request.
Notary Public Commission Expires	1/16/2029	5/29/2029
Total	\$656.00	\$630.00

**RFP 25.179 - Trucking Service**

This was advertised on the City Website as well as the Tulsa World.

Bid was sent out to 5 Vendors with 2 Vendors responding.

This bid tabulation is true and accurate to the best of my knowledge.

X Ryan Baze

Date: 8/5/2025

Ryan Baze, General Services Director



RFP 25.178 - Traffic Signal Repair and Service	Bidders		
Description: This will be a time and materials agreement for traffic signal and street lighting repair services. The Service Company will be compensated based on actual labor hours worked and materials used, as authorized by the City of Broken Arrow's Traffic Signal Division Manager. All services will be performed on an as-needed basis, and work will be scheduled and coordinated through the City. This agreement does not include major lighting projects that are subject to competitive bidding.	Davis H Elliot Construction Company, Inc.	Lighthouse Transportation Group, LLC	TLS Group, Inc
Price Summary - Rates and Charges			
Signal tech. Labor rate per hour - Regular Hours	\$117.22	\$125.00	\$125
Signal tech. Labor rate per hour - Overtime Hours	\$152.38	\$125.00	\$145
Apprentice labor rate per hour - Regular Hours	\$100.37	\$125.00	\$100
Apprentice labor rate per hour - Overtime Hours	\$130.48	\$125.00	\$120
Show times that constitute after hours	5:00 pm to 7:00 am	7:00 pm to 7:00 am	5:00 pm to 7:00 am
Materials/Parts pricing: Show mark up costs if any	10%	12%	35%
Any additional charges	N/A	N/A	N/A
Additional Comments			
	Signal tech includes labor and bucket truck. Apprentice includes labor and arrow board.	Signal tech includes labor and bucket truck. Apprentice includes labor and arrow board.	Signal tech includes labor and bucket truck. Apprentice includes labor and arrow board.
Notary Public Commission Expires	10/31/2026	11/15/2025	3/25/2029
Total	\$500.55	\$500.12	\$490.35

**RFP 25.178 - Traffic Signal Repair and Service**  
**This was advertised on the City Website as well as the Tulsa World.**  
**Bid was sent out to 5 Vendors with 3 Vendors responding.**  
**This bid tabulation is true and accurate to the best of my knowledge.**

X Ryan Baze

Date: 8/5/2025

**Ryan Baze, General Services Director**

RFP 25.177 - Traffic Paint	Bidders		
Description: This will be a firm fixed-price agreement for the purchase and delivery of traffic paint. The successful vendor shall supply traffic paint as specified in the bid documents, delivered to the City of Broken Arrow at designated locations. Pricing shall remain firm for the duration of the contract term. No installation or application services are required under this agreement.		Ennis Flint, Inc.	The Sherwin-Williams Company
Price Summary - Rates and Charges	QTY		
5 Gallons White Flat	40	\$2,600.00	\$4,000.00
5 Gallons Yellow Flat	40	\$2,630.00	\$4,000.00
50 Gallons White Flat	30	\$18,000.00	\$23,100.00
50 Gallons Yellow Flat	30	\$18,225.00	\$22,275.00
Per Bag Class III Glass Beads		No Bid	No Bid
Notary Public Commission Expires		No Notary	11/29/2025
Total		\$41,455.00	\$53,375.00

**RFP 25.177 - Traffic Paint**

**This was advertised on the City Website as well as the Tulsa World.**

**Bid was sent out to 5 Vendors with 2 Vendors responding.**

**This bid tabulation is true and accurate to the best of my knowledge.**

X Ryan Baze

Date: 8/1/2025

**Ryan Baze, General Services Director**

**CITY OF BROKEN ARROW  
PROFESSIONAL SERVICES AGREEMENT  
RADIO COMMUNICATION TOWER SURVEY  
PROJECT NUMBER: 191793**

**1. PROFESSIONAL SERVICE PROVIDER:**

- a. Name: CEC Corporation
- b. Telephone No.: 918.663.9401
- c. Address: 1300 S Main Street, Tulsa, OK 73119

**2. PROJECT TITLE AND LOCATION:** BROKEN ARROW RADIO COMMUNICATIONS TOWER SURVEY LOCATED ON THE SOUTHWEST CORNER OF E 131<sup>ST</sup> STREET SOUTH AND S ASPEN AVE.

**3. Contract for:** Providing professional survey services associated with public works projects for the City of Broken Arrow. Professional services to include providing surveying and related support services. The Professional Service Provider shall perform all duties, responsibilities and requirements set out in Attachment A hereto. The Professional Service Provider agrees that this professional service shall be treated as an important service to the City and also agrees to commit the time necessary to perform the professional services in a professional manner.

**4. Compensation:** Professional Service Provider shall be compensated in a lump sum and the total compensation under this contract is Not to Exceed Six Thousand Seven Hundred and No/100 (\$6,700.00) for the entire Scope of Professional Services rendered. The parties agree that the Professional Service Provider's position is not a traditional City employee position; therefore, the foregoing constitutes all the benefits and other forms of compensation due the Professional Service Provider, acting in the role of an independent contractor, and therefore ineligible for all other benefits paid to regular full-time City employees. The Professional Service Provider shall be responsible for his own vehicle expenses and any other indirect costs incurred in fulfilling the stated contract requirements. The Professional Service Provider agrees to abide by and comply with all of the City's Administrative Policies.

**5. Invoicing and Payment:** The Professional Service Provider shall submit invoices requesting payment for services rendered to the City monthly in accordance with actual progress of the work on each work item. The invoices shall be in a format satisfactory to the City. Payment will be made within 30 days following the first eligible City Council meeting occurring after the date on the invoice.

**6. Time for Performance:** These duties, responsibilities and requirements shall begin upon the execution of this Contract and shall be completed within thirty (30) calendar days after the date the Notice to Proceed is issued. The City will issue a Notice to Proceed for each item of work identified under this agreement, following mutual agreement between the Professional Service Provider and the City on the hours required for the work item.

**7. Insurance:** The Professional Service Provider shall acquire all insurance policies required for professional liability insurance, general liability, auto insurance, workers' compensation and/or health insurance. The Professional Service Provider shall provide proof of general liability and professional liability insurance coverage to the City on or before the effective date of this Agreement.

During the performance of the services under this Professional Services Contract, the Professional Service Provider shall maintain the insurance coverage required below and the City shall be named as an Additional Insured on each required policy:

- (1) General Liability Insurance, with a combined single limit of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate;
- (2) Automobile Liability Insurance, with a combined single limit of not less than \$1,000,000 for each person, not less than \$1,000,000 for each accident and not less than \$1,000,000 for property damage; and
- (3) Professional Liability Insurance, with a limit of \$1,000,000 annual aggregate.

**8. Indemnification:** The Professional Services Provider agrees to defend, indemnify, and hold harmless the City, and its agents and employees, from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by the negligent or intentional acts, errors, or omissions of The Professional Services Provider, its agents or employees.

**9. Immigration Compliance:** The Professional Service Provider shall comply in all respects with all immigration-related laws, statutes, ordinances and regulations including without limitation, the Immigration and Nationality Act, as amended, the Immigration Reform and Control Act of 1986, as amended, and the Oklahoma Taxpayer and Citizen Protection Act of 2007 (Oklahoma HB 1804) and any successor laws, ordinances or regulations (collectively, the Immigration Laws").

**10. Governing Documents:** The parties agree to perform this contract in strict accordance with the clauses, provisions, and the documents identified as follows, all of which are made part of this contract. In the event of conflict, these documents shall be interpreted in the following order:

- a. This Contract
- b. Attachment A to this Contract
- c. Duly Authorized Amendments arising out of this Contract

**11. Electronic Signatures:**

The Parties agree this transaction may be completed by electronic means and an electronic signature on this Contract will be given the same legal effect as a handwritten signature and cannot be denied enforceability solely because is it in electronic form. If the Professional Services Provider signs this Contract electronically and/or submits documents electronically, the Professional Services Provider agrees to comply with the City's requirements for submission of

electronically signed and/or submitted documents.

**12. Governing Law:** This agreement shall be governed by the laws of the State of Oklahoma and venue for any action concerning this Agreement shall be in the District Court of Tulsa County, Oklahoma.

**13. Entirety of Agreement:** The foregoing Professional Services Contract supersedes all previous negotiations and may not be modified except by a written order executed by the parties hereto.

**14. Effective Date:** This Contract is effective shall be effective upon signature of both parties.

REMAINDER OF PAGE INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized officers or representatives on the dates set forth below.

City of Broken Arrow, a municipal corporation:

Professional Service Provider:  
CEC Corporation

By: Michael Spurgeon  
Michael Spurgeon, City Manager

By: Samuel McGee  
Name: SAMUEL MCGEE

Date: 8/26/2025

Title: SURVEY DEPARTMENT MANAGER

Attest: Curtis Green  
City Clerk [Seal]

Date: 8.25.25

Date: 8/26/2025

Attest: [Signature]  
By: Rusty Steel  
Name: Practice Leader  
Title:

Date: 8.25.25

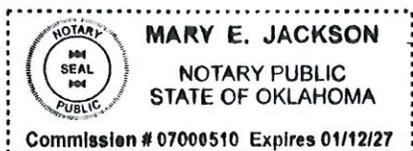
Approved as to form:

D. Graham Parker  
City Attorney

**VERIFICATIONS**

State of Oklahoma )  
  ) §  
County of Tulsa        )

Before me, a Notary Public, on this 25<sup>th</sup> day of August 2025, personally appeared Samuel McGee, known to me to be the (President, Vice-President, Corporate Officer, Member, Partner or Other: Manager) (Please circle or specify) of CEC Corporation to be the identical person who executed the within and foregoing instrument, and acknowledged to me that s/he executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.



Mary E. Jackson  
Notary Public

**CITY OF BROKEN ARROW  
PROFESSIONAL SERVICES AGREEMENT  
RADIO COMMUNICATION TOWER SURVEY  
PROJECT NUMBER: 191793**

**ATTACHMENT A**

**SP - 1.0 SCOPE OF THE PROJECT:**

1.1. Providing Professional Surveying and Related Support Services associated with Broken Arrow Radio Tower Survey in the City of Broken Arrow. Services performed to include a full topographic survey of the highlighted area in Exhibit A of Attachment B, on the Southwest corner of E 131<sup>st</sup> Street S and S Aspen Ave. Work performed under the contract shall be performed on a not to exceed contract as requested by the City.

**SP- 2.0 SERVICES OF THE CITY: THE CITY WILL:**

2.1. Furnish to Professional Service Provider all data in its possession, and needed engineering guidance as necessary for the service provider to complete the contract requirements.

2.2. Designate in writing a person to act as its representative in respect to the work to be performed under this agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to materials, equipment, elements and systems pertinent to the services covered by this agreement.

**SP - 3.0 SCOPE OF SERVICES: THE PROFESSIONAL SERVICE PROVIDER SHALL:**

3.1 The Professional Service Provider shall provide a full topographic survey of the area highlighted in Exhibit A of Attachment B. Professional Surveying services shall include:

- 3.1.1 Use or tie into Control Points established in CEC job #190376
- 3.1.2 Establish two (2) benchmarks in project vicinity and run differential level loop
- 3.1.3 Provide topographic survey services to include the following existing surface features: roads, curbs, drives, sidewalks, buildings, signs, fences, walls, decorative trees, flowerbeds, all visible drainage structures, and visible and/or marked utilities
- 3.1.4 Utilities: "OKIE811" will be contacted at least two (2) weeks prior to survey and the locations as marked will be obtained.
  - 3.1.4.1 CEC will contact members listed on the OKIE ticket, request utility atlas maps, and plot atlas maps as "per atlas map" if said maps are provided to CEC by the Utility Owner.
  - 3.1.4.2 CEC is NOT responsible for unmarked or mismarked utilities
  - 3.1.4.3 Utility information will be placed in the Civil 3d and/or AutoCAD drawing.
- 3.1.5 Storm sewer manholes, sanitary sewer manholes, water valves, and inverts will be measured for depth (to the connection outside of survey limits)
- 3.1.6 Cross sections at 50' density including applicable break lines
- 3.1.7 Contours at 1.0' minimum density

3.1.8 FEMA Flood Zones and Classifications (see Exhibit “B” for FEMA Map)

3.1.8.1 Depict flood zone generated from FEMA.gov by scaling map and graphic plotting only

3.2 DELIVERABLES

3.2.1 Civil 3d file and AutoCAD file of all above items

3.2.2 Topographic Survey sheet in pdf format (upon request)

3.2.3 Survey Control and Topographic Survey Certifications

3.3 Work will be a not to exceed contract all costs associated with the performance of the work, including any support and supervision cost required from the Professional Service Provider.

[END OF ATTACHMENT A]

CITY OF BROKEN ARROW  
PROFESSIONAL SERVICES AGREEMENT  
RADIO COMMUNICATION TOWER SURVEY  
PROJECT NUMBER: 191793

ATTACHMENT B

Exhibit "A"



Exhibit "B"



**CITY OF BROKEN ARROW  
PROFESSIONAL SERVICES AGREEMENT  
INDIAN SPRINGS STORM SEWER IMPROVEMENTS  
PROJECT NUMBER: SW26100**

**1. PROFESSIONAL SERVICE PROVIDER:**

- a. Name: Tulsa Engineering and Planning Associates, Inc.
- b. Telephone No.: 918-252-9621
- c. Address: 9810 E. 42nd St., Suite 100, Tulsa, OK, 74146

**2. PROJECT TITLE AND LOCATION:** INDIAN SPRINGS GOLF COURSE AND ALONG FAIRWAY DR. IN THE INDIAN SPRINGS ESTATES 2<sup>ND</sup> ADDITION NEIGHBORHOOD LOCATED SOUTH OF JASPER AVE. AND BETWEEN ASPEN AVE. AND ELM AV.

**3. Contract for:** Providing professional survey services associated with public works projects for the City of Broken Arrow. Professional services to include providing surveying and related support services. The Professional Service Provider shall perform all duties, responsibilities and requirements set out in Attachment A hereto. The Professional Service Provider agrees that this professional service shall be treated as an important service to the City and also agrees to commit the time necessary to perform the professional services in a professional manner.

**4. Compensation:** Professional Service Provider shall be compensated at the hourly rate in accordance with attached hourly rate schedule and the total compensation under this contract is Not to Exceed Six Thousand Five Hundred and No/100 (\$6,500.00) for the entire Scope of the Professional Services rendered. The parties agree that the Professional Service Provider's position is not a traditional City employee position; therefore, the foregoing constitutes all the benefits and other forms of compensation due the Professional Service Provider, acting in the role of an independent contractor, and therefore ineligible for all other benefits paid to regular full-time City employees. The Professional Service Provider shall be responsible for his own vehicle expenses and any other indirect costs incurred in fulfilling the stated contract requirements. The Professional Service Provider agrees to abide by and comply with all of the City's Administrative Policies.

**5. Invoicing and Payment:** The Professional Service Provider shall submit invoices requesting payment for services rendered to the City monthly in accordance with actual progress of the work on each work item. The invoices shall be in a format satisfactory to the City. Payment will be made within 30 days following the first eligible City Council meeting occurring after the date on the invoice.

**6. Time for Performance:** These duties, responsibilities and requirements shall begin upon the execution of this Contract and shall be completed within thirty (30) calendar days after the date the Notice to Proceed is issued. The City will issue a Notice to Proceed for each item of work identified under this agreement, following mutual agreement between the Professional Service Provider and the City on the hours required for the work item.

**7. Insurance:** The Professional Service Provider shall acquire all insurance policies required for professional liability insurance, general liability, auto insurance, workers' compensation and/or health insurance. The Professional Service Provider shall provide proof of general liability and professional liability insurance coverage to the City on or before the effective date of this Agreement.

During the performance of the services under this Professional Services Contract, the Professional Service Provider shall maintain the insurance coverage required below and the City shall be named as an Additional Insured on each required policy:

- (1) General Liability Insurance, with a combined single limit of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate;
- (2) Automobile Liability Insurance, with a combined single limit of not less than \$1,000,000 for each person, not less than \$1,000,000 for each accident and not less than \$1,000,000 for property damage; and
- (3) Professional Liability Insurance, with a limit of \$1,000,000 annual aggregate.

**8. Indemnification:** The Professional Services Provider agrees to defend, indemnify, and hold harmless the City, and its agents and employees, from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by the negligent or intentional acts, errors, or omissions of The Professional Services Provider, its agents or employees.

**9. Immigration Compliance:** The Professional Service Provider shall comply in all respects with all immigration-related laws, statutes, ordinances and regulations including without limitation, the Immigration and Nationality Act, as amended, the Immigration Reform and Control Act of 1986, as amended, and the Oklahoma Taxpayer and Citizen Protection Act of 2007 (Oklahoma HB 1804) and any successor laws, ordinances or regulations (collectively, the Immigration Laws”).

**10. Governing Documents:** The parties agree to perform this contract in strict accordance with the clauses, provisions, and the documents identified as follows, all of which are made part of this contract. In the event of conflict, these documents shall be interpreted in the following order:

- a. This Contract
- b. Attachment A to this Contract
- c. Duly Authorized Amendments arising out of this Contract

**11. Electronic Signatures:**

The Parties agree this transaction may be completed by electronic means and an electronic signature on this Contract will be given the same legal effect as a handwritten signature and cannot be denied enforceability solely because is it in electronic form. If the Professional Services Provider signs this Contract electronically and/or submits documents electronically, the

Professional Services Provider agrees to comply with the City's requirements for submission of electronically signed and/or submitted documents.

**12. Governing Law:** This agreement shall be governed by the laws of the State of Oklahoma and venue for any action concerning this Agreement shall be in the District Court of Tulsa County, Oklahoma.

**13. Entirety of Agreement:** The foregoing Professional Services Contract supersedes all previous negotiations and may not be modified except by a written order executed by the parties hereto.

**14. Effective Date:** This Contract is effective shall be effective upon signature of both parties.

REMAINDER OF PAGE INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized officers or representatives on the dates set forth below.

City of Broken Arrow, a municipal corporation:

Professional Service Provider:  
Tulsa Engineering & Planning Associates, Inc.

By: Michael L. Spurgeon

By: Russell K. Fischer

Michael L. Spurgeon, City Manager

Name: \_\_\_\_\_

Date: 8/25/25

Russell K. Fischer

Title: President

Attest: Curtis Green

Date: 8/18/2025

City Clerk [Seal]

Attest: Kirk Richardson

Date: 8/27/2025

By: \_\_\_\_\_

Name: Kirk Richardson

Title: Secretary/Treasurer

Approved as to form:  
D. Graham Parker  
Assistant City Attorney

Date: 8/18/2025



VERIFICATIONS

State of Oklahoma            )  
  ) §  
County of Tulsa            )

Before me, a Notary Public, on this 8<sup>th</sup> day of August, 2025, personally appeared Russell K. Fischer, known to me to be the President of Tulsa Engineering & Planning Associates, Inc., to be the identical person who executed the within and foregoing instrument, and acknowledged to me that s/he executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

Jack Taber  
Notary Public



**CITY OF BROKEN ARROW  
PROFESSIONAL SERVICES AGREEMENT  
INDIAN SPRINGS STORM SEWER IMPROVEMENTS  
PROJECT NUMBER: SW26100**

**ATTACHMENT A**

**SP - 1.0 SCOPE OF THE PROJECT:**

1.1. Providing Professional Surveying and Related Support Services located by Lots 1/2/3, Block 3 of the Indian Springs Estates 2<sup>nd</sup> Addition and Indian Springs Golf Course in the City of Broken Arrow. Services performed to include a full topographic survey of approximately 4.8 acres for a storm sewer improvements. Work performed under the contract shall be performed on a not to exceed contract as requested by the City.

**SP- 2.0 SERVICES OF THE CITY: THE CITY WILL:**

2.1. Furnish to Professional Service Provider all data in its possession, and needed engineering guidance as necessary for the service provider to complete the contract requirements.

2.2. Designate in writing a person to act as its representative in respect to the work to be performed under this agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to materials, equipment, elements and systems pertinent to the services covered by this agreement.

**SP - 3.0 SCOPE OF SERVICES: THE PROFESSIONAL SERVICE PROVIDER SHALL:**

3.1 The Professional Service Provider shall provide a full topographic survey of approximately 4.8 acres in the Indian Springs Estates 2<sup>nd</sup> Addition and Indian Springs Golf Course (see EXHIBITS 1 attached). Professional Surveying services shall also include: providing survey control and benchmarks; locating above ground improvements and utilities; locating below ground utilities based upon OKIE locates and information provided for utilities; site surveying; exhibits; and other surveying related services. See attached Exhibits 1 for location/footprint.

3.2 Work will be a not to exceed contract all costs associated with the performance of the work, including any support and supervision cost required from the Professional Service Provider.

[END OF ATTACHMENT A]

EXHIBIT 1: SURVEY LIMITS



**CITY OF BROKEN ARROW  
PROFESSIONAL SERVICES AGREEMENT  
INDIAN SPRINGS FLAP GATES  
PROJECT NUMBER: SW26080**

**1. Professional Service Provider:**

- a. Name: Poe & Associates, Inc.
- b. Telephone No.: 918-665-8800
- c. Address: 4606 S Garnett Rd. #600, Tulsa, OK 74146

**2. Project Title and Location:** Indian Springs Flap Gates; Southwest storm water discharge, Indian Springs Sports Complex - West Side, Broken Arrow, OK.

**3. Contract for:** Providing professional survey and engineering design services associated with public works projects for the City of Broken Arrow. Professional services to include providing surveying, engineering design and related support services. The Professional Service Provider shall perform all duties, responsibilities and requirements set out in Attachment A hereto. The Professional Service Provider agrees that this professional service shall be treated as an important service to the City and also agrees to commit the time necessary to perform the professional services in a professional manner.

**4. Compensation:** Professional Service Provider shall be compensated at the hourly rate in accordance with attached hourly rate schedule and the total compensation under this contract is Not to Exceed thirty-Six Thousand Six Hundred Fifty-Seven No/100 (\$36,657.00) for the entire Scope of the Professional Services rendered. The parties agree that the Professional Service Provider's position is not a traditional City employee position; therefore, the foregoing constitutes all the benefits and other forms of compensation due the Professional Service Provider, acting in the role of an independent contractor, and therefore ineligible for all other benefits paid to regular full-time City employees. The Professional Service Provider shall be responsible for his own vehicle expenses and any other indirect costs incurred in fulfilling the stated contract requirements. The Professional Service Provider agrees to abide by and comply with all of the City's Administrative Policies.

**5. Invoicing and Payment:** The Professional Service Provider shall submit invoices requesting payment for services rendered to the City monthly in accordance with actual progress of the work on each work item. The invoices shall be in a format satisfactory to the City. Payment will be made within 30 days following the first eligible City Council meeting occurring after the date on the invoice.

**6. Time for Performance:** These duties, responsibilities and requirements shall begin upon the execution of this Contract and shall be completed within ninety (90) calendar days after the date the Notice to Proceed is issued. The City will issue a Notice to Proceed for each item of work identified under this agreement, following mutual agreement between the Professional Service Provider and the City on the hours required for the work item.

**7. Insurance:** The Professional Service Provider shall acquire all insurance policies required for professional liability insurance, general liability, auto insurance, workers' compensation and/or health insurance. The Professional Service Provider shall provide proof of general liability and professional liability insurance coverage to the City on or before the effective date of this Agreement.

During the performance of the services under this Professional Services Contract, the Professional Service Provider shall maintain the insurance coverage required below and the City shall be named as an Additional Insured on each required policy:

- (1) General Liability Insurance, with a combined single limit of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate;
- (2) Automobile Liability Insurance, with a combined single limit of not less than \$1,000,000 for each person, not less than \$1,000,000 for each accident and not less than \$1,000,000 for property damage; and
- (3) Professional Liability Insurance, with a limit of \$1,000,000 annual aggregate.

**8. Indemnification:** The Professional Services Provider agrees to defend, indemnify, and hold harmless the City, and its agents and employees, from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by the negligent or intentional acts, errors, or omissions of The Professional Services Provider, its agents or employees.

**9. Immigration Compliance:** The Professional Service Provider shall comply in all respects with all immigration-related laws, statutes, ordinances and regulations including without limitation, the Immigration and Nationality Act, as amended, the Immigration Reform and Control Act of 1986, as amended, and the Oklahoma Taxpayer and Citizen Protection Act of 2007 (Oklahoma HB 1804) and any successor laws, ordinances or regulations (collectively, the Immigration Laws”).

**10. Governing Documents:** The parties agree to perform this contract in strict accordance with the clauses, provisions, and the documents identified as follows, all of which are made part of this contract. In the event of conflict, these documents shall be interpreted in the following order:

- a. This Contract
- b. Attachment A to this Contract
- c. Duly Authorized Amendments arising out of this Contract

**11. Electronic Signatures:**

The Parties agree this transaction may be completed by electronic means and an electronic signature on this Contract will be given the same legal effect as a handwritten signature and cannot be denied enforceability solely because is it in electronic form. If the Professional Services Provider signs this Contract electronically and/or submits documents electronically, the

Professional Services Provider agrees to comply with the City's requirements for submission of electronically signed and/or submitted documents.

**12. Governing Law:** This agreement shall be governed by the laws of the State of Oklahoma and venue for any action concerning this Agreement shall be in the District Court of Tulsa County, Oklahoma.

**13. Entirety of Agreement:** The foregoing Professional Services Contract supersedes all previous negotiations and may not be modified except by a written order executed by the parties hereto.

**14. Effective Date:** This Contract is effective shall be effective upon signature of both parties.

REMAINDER OF PAGE INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized officers or representatives on the dates set forth below.

City of Broken Arrow, a municipal corporation:

Professional Service Provider:  
Poe & Associates, Inc.

By: Michael Spurgeon  
Michael Spurgeon, City Manager

By: Amy Andrews  
Amy Andrews

Date: 8/25/25

Title: Chief Financial Officer

Attest: Curtis Green  
City Clerk [Seal]

Date: 8/16/2025

Date: 8/27/2025

Attest: John Bowman  
By: John Bowman  
Title: Chief Operating Officer

Date: 8/16/25

Approved as to form:

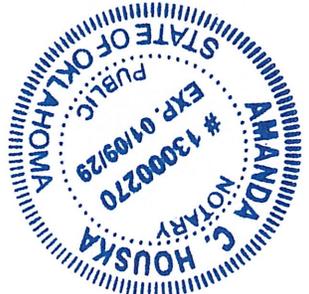
D. Graham Parker  
Assistant City Attorney

**VERIFICATIONS**

State of Oklahoma )  
  ) §  
County of ~~Tulsa~~ Oklahoma

Before me, a Notary Public, on this 18<sup>th</sup> day of August 2025, personally appeared John Bowman, COO, known to me to be the (President, Vice-President, Corporate Officer, Member, Partner or Other: COO) (Please circle or specify) of Poe & Associates, Inc. to be the identical person who executed the within and foregoing instrument, and acknowledged to me that s/he executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

Amanda Houska  
Notary Public  
130002901 January 9, 2029



**CITY OF BROKEN ARROW**

**PROFESSIONAL SERVICES AGREEMENT  
INDIAN SPRINGS FLAP GATES  
PROJECT NUMBER: SW26080**

**ATTACHMENT A**

**SP - 1.0 SCOPE OF THE PROJECT:**

1.1. Providing Professional surveying and engineering design services associated with replacing the headwall and flap gates on the southwest storm water discharge, Indian Springs Sports Complex - West Side, Broken Arrow, OK. Services performed to include a full topographic survey of the discharge structure and adjacent inflow and outfall channels, engineering analysis and design of the outfall headwall, and providing construction documents for the outfall headwall. Work performed under the contract shall be performed on a not to exceed contract as requested by the City.

**SP- 2.0 SERVICES OF THE CITY: THE CITY WILL:**

2.1. Furnish to Professional Service Provider all data in its possession, and needed engineering guidance as necessary for the service provider to complete the contract requirements.

2.2. Designate in writing a person to act as its representative in respect to the work to be performed under this agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to materials, equipment, elements and systems pertinent to the services covered by this agreement.

**SP - 3.0 SCOPE OF SERVICES: THE PROFESSIONAL SERVICE PROVIDER SHALL:**

3.1 The Professional Service Provider shall provide a full topographic survey of the discharge structure and adjacent inflow and outfall channels, engineering analysis and design of the outfall headwall, and prepare construction documents for the outfall headwall.

3.2 Work will be a not to exceed contract all costs associated with the performance of the work, including any support and supervision cost required from the Professional Service Provider.

[END OF ATTACHMENT A]

**AMENDMENT NO. 2  
TO  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
BETWEEN  
CITY OF BROKEN ARROW  
AND  
SELSE SCHAEFER ARCHITECTS  
JAIL EXPANSION - RENOVATION  
PROJECT NO. 203019**

THIS **AMENDMENT NO. 2**, made and entered into this 12<sup>TH</sup> day of August 2025, by and between the CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation of the State of Oklahoma, hereinafter referred to as "CITY", and Selser Schaefer Architects, hereinafter referred to as "CONSULTANT";

**WITNESSETH:**

**WHEREAS**, CITY and CONSULTANT entered into an Agreement dated November 2, 2021 "ORIGINAL AGREEMENT" for services as set forth in said Agreement; and

**WHEREAS**, said ORIGINAL AGREEMENT requires CONSULTANT to prepare schematic design documents for the expansion and renovation of the existing city jail.

**WHEREAS**, CITY and CONSULTANT propose to amend said ORIGINAL AGREEMENT to expand the project scope and compensation to include preparation of construction documents for public bidding purposes. As well as provide construction administration throughout duration of construction.

**WHEREAS**, the ORIGINAL AGREEMENT and Amendments No. 2 shall hereinafter collectively be referred to as the "Agreement"; and

**WHEREAS**, funding is now available for said additional services; and

**WHEREAS**, CONSULTANT is prepared to provide said additional services identified in this Amendment.

**NOW THEREFORE**, in consideration of the promises contained herein, the parties hereto agree to amend the Agreement as follows:

**1. PROJECT SCOPE.**

This Amendment requires CONSUTLANT to provide design work, construction documents, assist in bidding services, and construction administration.

**2. CHANGE IN CONTRACT AMOUNT.**

As compensation for the additional work, CITY shall pay CONSULTANT in accordance with the terms as a change in the contract amount;

Original Contract Amount executed November 2, 2021	\$	60,000.00
Amendment No. 1	\$	359,250.00
Amendment No. 2	\$	9,000.00

Revised Total Contract Amount \$ 428,250.00

**3. AMENDED PROJECT SCHEDULE**

The schedule for Amendment No. 2 unchanged.

**4. EFFECTIVE DATE AND AUTHORIZATION TO PROCEED.**

This Amendment No. 2 is effective upon signature of both parties.

Except as amended hereby, all terms of the Agreement shall remain in full force and effect without modification or change.

**IN WITNESS WHEREOF**, the parties have executed this AMENDMENT, in multiple copies on the respective dates herein below reflected.

**OWNER:**

City of Broken Arrow, a Municipal Corporation

By: \_\_\_\_\_  
Michael L. Spurgeon, City Manager

Date: \_\_\_\_\_

**CONSULTANT:**

Selser Schaefer Architects

By: Hank Spieker  
Hank Spieker  
Partner

Date: 12 August 2025

(CORPORATE SEAL, IF APPLICABLE)

**Attest:**

\_\_\_\_\_  
City Clerk [Seal]

Date: \_\_\_\_\_

**Attest:**

Shane D. Aaron  
Shane D. Aaron, AIA  
President

Date: 12 AUGUST 2025

Approved as to form:

D. Graham Parker  
Assistant City Attorney

VERIFICATION

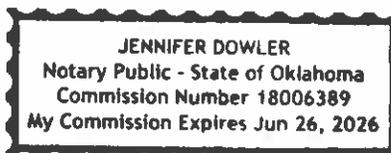
State of Oklahoma )  
 ) §  
County of Tulsa )

Before me, a Notary Public, on this 12 day of August, 2025, personally appeared Henny Spicker, known to be to be the (President, Vice-President, Corporate Officer, Member, or Other: \_\_\_\_\_) of Selser Schaefer Architects, and to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

June 26, 2026

J Dowler  
Notary Public



**ATTACHMENT A  
TO  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
BETWEEN  
CITY OF BROKEN ARROW (OWNER)  
AND  
SELSER SCHAEFER ARCHITECTS  
FOR  
JAIL EXPANSION - RENOVATION  
PROJECT 203019**

**SCOPE OF SERVICES**

**1.0 AMENDMENT SCOPE**

**1.1 CONSTRUCTION DOCUMENTS:**

- 1.1.1 Design and document replacement for existing VAV RTU-2 serving court areas of the building along with its associated existing VAV boxes
  - 1.1.1.1 Specify replacement rooftop unit
  - 1.1.1.2 Specify replacement VAV boxes with electric reheat. Approximate quantity of 14.
  - 1.1.1.3 Specify updated DDC control system for RTU-2 and associated VAV boxes.
  - 1.1.1.4 Provide required mechanical and electrical plans and schedules for equipment replacement.

**ATTACHMENT B  
TO  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
BETWEEN  
CITY OF BROKEN ARROW (OWNER)  
AND  
SELSER SCHAEFER ARCHITECTS  
FOR  
JAIL EXPANSION - RENOVATION  
PROJECT 203019**

**ORGANIZATION OF SUBMITTAL DOCUMENTS**

- 1.0 FINAL DOCUMENTS
  - 1.1 Submit 95% Construction Documents.
  - 1.2 Signed and sealed Construction Documents for bidding and permitting.

**ATTACHMENT C  
TO  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
BETWEEN  
CITY OF BROKEN ARROW (OWNER)  
AND  
SELSER SCHAEFER ARCHITECTS  
FOR  
JAIL EXPANSION - RENOVATION  
PROJECT 203019**

**COMPENSATION AND ADDITIONAL SERVICES**

**1.0 BASIC COMPENSATION**

The basic compensation for the Professional Consultant to perform all duties and responsibilities associated with the Scope of Services as described in Attachment A shall be in accordance with the following payment breakdown:

- 1.1 Supplemental Service – Court HVAC: The OWNER shall pay the CONSULTANT a lump sum amount of \$ 9,000.00 for the completion of the Supplemental Service phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

**ATTACHMENT D  
TO  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
BETWEEN  
CITY OF BROKEN ARROW (OWNER)  
AND  
SELSER SCHAEFER ARCHITECTS  
FOR  
JAIL EXPANSION - RENOVATION  
PROJECT 203019**

**PROJECT SCHEDULE**

The project schedule is not changed.

**Public Contract**  
**Application for**  
**Contractual Changes**  
**Contract Change Order # 1**

Project Name: East Natchez St. and 8th St Culvert Replacement Project Number: SW21020  
 PO Number: 22503082 Date of Application: Thursday, August 7, 2025  
 Contractor: Gober Construction LLC Submitted By: Michael Pingatore

**Summary of Change in Scope of Work**

The following scope of work consisting of work location, work description, established quantities, and timeline for completion has been reviewed and agreed upon by the contractor, the origin funding department, and the Engineering and Construction Department.

**Change of Work Items Included in this Change Order:**

- 1) Lower 6" PVC water line
- 2) 14" steel casing under creek
- 3) Install additional 43x26" pipe due to being removed to lower water line
- 4) R&R pavement due to being unstable
- 5) Removal of concrete curb where pavement was removed

**Change in Contractual Project Time:**

- 1) 5 days
- 2)

Plan Sheets or Additional Documents Attached:  Yes  No  Other: \_\_\_\_\_

**Work Order Quantities**

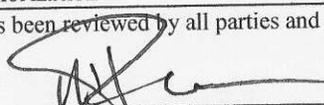
Item#	(Spec)	Item Description	Units	Price	Quantity	Total Amount
1		Lower 6" water line	LF	\$ 191.00	60	\$ 11,460.00
2		Install steel casing under creek	LF	\$ 145.75	38	\$ 5,538.50
3		Remove & Replace 43x26" storm pipe	LF	\$ 350.00	20	\$ 7,000.00
4		Remove & Replace pavement	CY	\$ 340.00	18.5	\$ 6,290.00
5		Removal of concrete curb	LF	\$ 35.00	53	\$ 1,855.00
<b>Total Change Cost:</b>						<b>\$ 32,143.50</b>

**Summary of Project Costs**

Total Previous Change Orders:	\$ -	Original Contract Amount:	\$ 324,821.90
Current Change Order:	\$ 32,143.50	Amended Contract Amount:	\$ 356,965.40
Total Cost of Change Orders:	\$ 32,143.50	Percent Change in Contract:	9.90%
Total Cost Applicable to CBA:	\$ 16,998.50	Percent Change Applicable to CBA:	5.23%

**Change Order Authorization**

Change Order # 1 in the sum of: \$ 32,143.50 has been reviewed by all parties and is recommended for approval by:

Contractor Submitting Change Order:	<u>Michael Pingatore</u> Name	 Signature	<u>8/8/2025</u> Date
Construction Division Manager:	<u>Nathanael T. Kohl, PE</u> Name	<u>Nathanael Kohl</u> Signature	<u>8/15/2025</u> Date
Director of Engineering & Construction:	<u>Charlie Bright, PE</u> Name	<u>Charlie Bright</u> Signature	<u>8/19/2025</u> Date
Assistant City Manager - Operations:	<u>Kenneth D Schwab, PE</u> Name	<u>Kenneth Schwab</u> Signature	<u>8/19/2025</u> Date
City Manager:	<u>Michael Spurgeon</u> Name	 Signature	 Date

**This Change is Executed Through:**

- This change to the contract documents is authorized by the City Manager's authority in accordance with the applicable state statutes and COBA Code of Ordinances.  
 or  
 This change to the contract documents was approved at the City Council/BAMA meeting held on : \_\_\_\_\_